

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J - FFP		PAGE OF PAGES 1 of 6	
2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE 5-04-06		4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DOE/AL OCP CODE				7. ADMINISTERED BY (If other than Item 6)		CODE	
DEPARTMENT OF ENERGY NNSA SERVICE CENTER – AD PO BOX 5400 ALBUQUERQUE, NM 87185-5400 DAVID A. GALLEGOS 505-845-5849 DGALLEGOS@DOEAL.GOV							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO. DE-RP52-06NA25694		
				X	9B. DATED (SEE ITEM 11) 03-15-06		
					10A. MODIFICATION OF CONTRACT/ORDER NO.		
					10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)							
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not <input type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return <u> </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print)			
				LOUISE K. STEVENSON CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

THE PURPOSE OF THIS AMENDMENT IS TO REVISE SECTIONS A, B, G, H, J, L, & M:

- (1) Section A, Block 9 – Replace “Friday, May 12, 2006” with “Monday, May 15, 2006.”
- (2) Section B – Supplies or Services and Prices/Costs
- (a) Item 0001 Descriptive Data. Add the following sentence: “The price of this item shall not include any costs intended to be reimbursed under Item 0008.”
- (b) Item 007 Descriptive Data. Add the following sentences: “Provides reimbursement for the costs of engine and landing gear rentals in support of scheduled overhauls on a case-by-case basis when pre-approved in writing by the Contracting Officer. In addition, provides reimbursement for the costs of any international flights.”
- (c) Item 008 is added as follows:

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0008			See B006 See B006
	<i>Noun:</i>	REIMBURSABLE FRINGE BENEFITS (COST - NO FEE)	
	<i>Contract type:</i>	S - COST	
	<i>Start Date:</i>	ASREQ	
	<i>Completion Date:</i>	ASREQ	
	<i>Descriptive Data:</i>	Provides reimbursement of costs to provide specified fringe benefits for the first 12 months of contract performance for employees covered under applicable collective bargaining agreements and area wage determinations as required by the Service Contract Act (See Section H010); applicable costs are limited to (1) the company share of fully burdened fringe benefits related exclusively to medical, dental, life and disability insurance premiums, and (2) company contributions to the employer sponsored 401(k) retirement plan.	

Costs covered by this Item include all applicable indirect costs, and New Mexico Gross Receipts Tax; however, no prime contractor profit or fee is payable for costs covered by this Item. (*Start & completion dates reflecting the 12-month period of performance will be filled-in at contract award replacing "ASREQ".*)

- (d) Clause B006 is added as follows:

B006 REIMBURSABLE FRINGE BENEFITS (COST - NO FEE) (APR 2006)

(a) The ceiling cost for Item 0008 is (amount to be filled in at contract award/modification). This amount may be adjusted at the discretion of the Contracting Officer (See Section H010).

(b) Pursuant to the FAR Clause FAR 52.232-22 entitled "Limitation of Funds," the total amount of funding allotted to Item 0008 is (amount to be filled in at contract award/modification). This amount is estimated to cover performance through (date to be filled in at contract award/modification).

- (3) G002 Billing and Payment Instructions. Paragraph (c) (3) is added as follows:

“(3) Payments for Reimbursable Fringe Benefits (Section B, Item 0008): The contractor will be paid for allowable, reasonable, and allocable costs incurred in the performance of contract requirements, in accordance with procedures approved by the Contracting Officer.”

(4) Section H – Special Contract Requirements.

- (a) H010 Reserved. Replace in its entirety with the Reimbursable Fringe Benefits clause:

"H010 REIMBURSABLE FRINGE BENEFITS (COST - NO FEE) (APR 2006)

(a) Pursuant to the Service Contract Act (SCA) Section 4c, and FAR 22.1002-3, the Contractor shall pay wages and fringe benefits at least equal to those contained in any bona fide collective bargaining agreement entered into under the predecessor contract. Accordingly, the Contractor shall provide the same level of fringe benefits to employees covered by the collective bargaining agreements in Section J, for the first 12 months of contract performance.

(b) For the first 12 months of contract performance, the Government will reimburse the Contractor, as specified in Section B (Item 0008 and Clause B006) for the company share of the costs for (1) fully burdened fringe benefits related to insurance premiums for group medical, dental, life and disability plans, and (2) employee contributory retirement plan under Section 401(k). The Contractor shall ensure the fringe benefits are consistent with the collective bargaining agreements and the area wage determination in Section J.

(c) The Contracting Officer reserves the right to review the fringe benefit plans covered by this clause to ensure the associated costs are reasonable, allowable, allocable, consistent with the SCA, and comparable to benefit plans provided under the predecessor contract. The Government will not reimburse the Contractor for any costs determined to be unreasonable or inconsistent with the collective bargaining agreements or area wage determination in Section J. The Contractor shall provide all supporting information requested by the Contracting Officer to verify compliance with this clause."

- (b) H016 Wage Determination Rates, Collective Bargaining Agreement(s), Paragraph (a) (3): Replace "Reserved" with "The Office and Professional Employees International Union."

- (c) H017 Standard Insurance Requirements, Paragraph (e) is replaced in its entirety with: "Aviation Liability Insurance. NNSA will provide Aviation Third Party Liability Insurance coverage (including Bodily Injury/Property Damage) for a Combined Single Limit of \$200 Million (\$100 Million deductible paid by the U.S. Government and \$100 Million covered by the Insurer) per Occurrence. Costs in excess of the insurance limitation of \$200 million may be reimbursable by the Government in accordance with Federal Acquisition Regulation, Part 31 – Contract Cost Principles and Procedures."

- (d) H024 Contractor Personnel Requirements, Paragraph (a): Delete the 2nd sentence in its entirety.

- (e) H025 Federal Oversight, Paragraph (a) (1), 3rd Sentence: Delete the phrase "day-to-day."

(5) Section I – Contract Clauses.

- (a) Clauses Incorporated By Reference, A. Federal Acquisition Regulation Contract Clauses, 52.222-47 Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989): Replace "The Air Line Pilots Association" with "The Office and Professional Employees International Union."

- (b) Clauses Incorporated By Reference, B. Other Contract Clauses: Delete "DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (Jun 1996)."

- (c) The title "DOE Acquisition Regulation (DEAR) Clauses Incorporated in Full Text" is added.

- (d) DOE Acquisition Regulation (DEAR) Clauses Incorporated in Full Text: The clause entitled "DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (October 2005)," is added in full text

and is attached to this amendment.

- (6) Section J – List of Attachments. Replace in its entirety with the version dated 4-26-06 which is attached to this amendment, and which (a) replaces the date of Attachment 1 from “13 MAR 2006” to “26 APR 2006”, and (b) adds “Attachment 10, 64 Pages, Dated 4-7-06, Collective Bargaining Agreement – The Office and Professional Employees International Union.”
- (7) Section J, Attachment 1, Statement of Work. Replace in its entirety with the version dated 4-26-06 which is attached to this amendment. A summary of changes is listed below.
- (a) Paragraph 3(c) is replaced in its entirety with the following: “KAFB, Albuquerque, NM, is the main operating base for this contract. OST flight missions are conducted throughout CONUS. However, in the event that there would be international flights or flights to Alaska or Hawaii – reasonable, allowable, and allocable costs will be reimbursed by the Government.”
- (b) Paragraph 4(b) (4) is replaced in its entirety with the following: “Location of Maintenance. The table below specifies maintenance that the Government recommends to be performed by the contractor on site at the OST Aviation facility on KAFB, Albuquerque, NM for aircraft availability and oversight purposes. However, the Contractor may perform or subcontract scheduled maintenance offsite.”
- (c) Paragraph 4(b) (20) is added as follows: “Life-Limited (cycle, flight hours, or calendar) Components: The Contractor shall be responsible for the replacement of all life-limited components unless the life-limited components are associated with major component overhaul or hot-section inspections for which the Government will reimburse the contractor.”
- (d) Paragraph 4(b) (21) is added as follows: “The Contractor is responsible for the FOD control within the hangar.”
- (e) Paragraph 4(b) (22) is added as follows: “The Contractor is responsible for disposal of hazardous waste and is classified as a Small Quantity Generator.”
- (f) Paragraph 4(c) (6) (d) Fuel Purchases: Delete the 2nd sentence in its entirety.
- (8) Section J, Attachment 10, Collective Bargaining Agreement – Office and Professional Employees International Union is added to Section J and is attached to this amendment.
- (9) Section J, Attachment 4, Government Furnished Property. Add the following item: “N45NA; Boeing DC-9-33F Freighter Aircraft; Serial No. 47410; Acquisition Value \$6M (estimated).”
- (10) Section L003 Proposal Preparation Instructions: Volume II -- Technical and Management Information, Paragraph (b) (2) Evaluation Factor 2 – Key Personnel Qualifications. Replace the last sentence in its entirety with the following: “In addition, the Offeror shall, for each of the Key Personnel position listed above, provide a letter of commitment signed by the individual being proposed, that clearly demonstrates the individual is committed to be employed in the position at an agreed upon salary and benefits package.”
- (11) Section L003 Proposal Preparation Instructions: Volume II -- Technical and Management Information, Paragraph (b) (3) Evaluation Factor 3 – Corporate Experience.
- Replace: “Experience shall be listed separately for each proposed subcontractor and/or teaming partner. For experience not acquired as a prime contractor, identify the prime contractor and describe the depth and extent of the work performed including the estimated percentage of the total contract dollar value performed by the Offeror.”

With: “Information shall specify the duration, extent, and depth of experience conducting Part

121 certificate operations. If the experience was obtained through performance of a Government or commercial contract, provide the name of the customer and/or organization, and the name(s) and phone number(s) of the principal individual(s) who monitored contract performance.”

(12)Section L004 Price Proposal Preparation Instructions

- (a) Paragraph (c). Add a 2nd sentence as follows: “For information purposes only, Calendar Year 2005 historical record of actual OST aircraft activity, which may be used by prospective Offerors as an aid to proposal planning, is included in Section L, Attachment 4.”
- (b) Paragraph (c) (2). Replace “June 1, 2006” with “July 1, 2006.”
- (c) Paragraph (c) (8) d. Subparagraph “vii.” is added as follows: “The costs for rental engines and landing gears in support of scheduled overhauls.”
- (d) Paragraph (c) (8) e. is added as follows: “Reimbursable expenses under Item 0008.”

(13)Section L005. Subparagraph (a) (10) is added as follows: “The Offeror shall provide any additional written information and data to the Contracting Officer within 10 calendar days from the date of the request.”

(14)Section L, Attachment 4, Reserved. Replace in its entirety with the three-page document entitled “Section L, Attachment 4, OST Flying Schedule For Calendar Year 2005,” dated 4-25-06, which is attached to this amendment.

(15)Section L, Attachment 5, Fleet Scheduled Maintenance Requirements: Replace in its entirety with the “Fleet Schedule Maintenance Requirements” document, updated 4-10-06, and is attached to this amendment.

(16)Section L, Attachment 6 – Technical Proposal Completeness Checklist. Evaluation Factor 3 – Corporate Experience: Delete the words - “including team members.”

(17)Section M002 Basis of Contract Award, Paragraph (a) (2) Evaluation Factor 2 – Key Personnel Qualifications. Replace the 2nd to the last sentence in its entirety with the following sentence: “The Government will also evaluate letters of commitment for each individual proposed to fill a Key Personnel position to determine whether the individual has clearly committed to be employed in the position at an agreed upon salary and benefits package.”

(18)Section M002 Basis of Contract Award, Paragraph (a) (3) Evaluation Factor 3 – Corporate Experience. After the 1st sentence, add the following sentence: “The Government may verify corporate experience information submitted by Offerors in accordance with Section L003 (b) (2) by contacting the referenced principal individual(s) who monitored contract performance.”

(19)Section M003 Pre-award Inspection, Paragraph (d). Replace the 1st sentence in its entirety with the following sentence: “If the Offeror with the lowest price technically acceptable proposal is already accepted by DOE or the US Department of Defense (DoD) to provide commercial civil aviation services, the pre-award inspection will not be required (See Section L002(g)).”

ALL OTHER TERMS, CONDITIONS, AND PROVISIONS REMAIN UNCHANGED.

AMENDMENT 002 ATTACHMENTS:

Section I	DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (October 2005)
Section J	List of Attachments (Updated: 4-26-06)
Section J, Attachment 1	Statement of Work (Updated: 4-26-06)

Section J, Attachment 10	Collective Bargaining Agreement – The Office and Professional Employees International Union – Dated 4-07-06
Section L, Attachment 4	OST Flying Schedule For Calendar Year 2005 - Dated 4-25-06
Section L, Attachment 5	Fleet Schedule Maintenance Requirements – Updated 4-10-06

AMENDMENT 002 ATTACHMENT

SECTION I CLAUSE - DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT

(OCTOBER 2005)

DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)

(a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) Definitions. The definitions set out in the Act shall apply to this clause.

(c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

(d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;
2. Contributory negligence;
3. Assumption of risk; or

4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public

liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

(h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

(j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

End of Clause

AMENDMENT 002 ATTACHMENT

SECTION J LIST OF ATTACHMENTS

(UPDATED: 4-26-06)

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	10	26 APR 2006	STATEMENT OF WORK
ATTACHMENT 2	3	07 DEC 2005	PERSONNEL QUALIFICATIONS
ATTACHMENT 3	2	23 FEB 2006	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 4	16	21 JUN 2005	GOVERNMENT FURNISHED PROPERTY
ATTACHMENT 5	9	03 MAY 2005	AREA WAGE DETERMINATION 94-2361 REV 28
ATTACHMENT 6	53	19 JUL 2005	COLLECTIVE BARGAINING AGREEMENT – MECHANICS AND RELATED CRAFTS
ATTACHMENT 7	2	09 FEB 2006	QUALITY ASSURANCE SURVEILLANCE PLAN
ATTACHMENT 8	19	06 SEP 2005	PRE-AWARD INSPECTION CHECKLIST
ATTACHMENT 9	1	24 JUN 2005	STORES INVENTORY SUMMARY
ATTACHMENT 10	64	07 APR 2006	COLLECTIVE BARGAINING AGREEMENT – THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

AMENDMENT 002 ATTACHMENT

SECTION J, ATTACHMENT 1 - STATEMENT OF WORK

(UPDATED: 4-26-06)

1. OBJECTIVE

To specify the aviation requirements for Contractor support to the United States (US) Department of Energy (DOE), National Nuclear Security Administration (NNSA), Office of Secure Transportation (OST).

2. SCOPE

The scope of the contract includes flight operations, dispatch, maintenance, logistics, and ground support for Government-owned large and small aircraft of the NNSA/OST Aviation Branch (AB), located at Kirtland Air Force Base (KAFB), in Albuquerque, New Mexico (NM).

3. BACKGROUND

- (a) The primary mission of NNSA is the research, development, production, dismantlement, safety and surveillance of nuclear weapons for the US. NNSA owns and operates aircraft to support its statutory missions. The Contractor shall provide all the services necessary to meet the requirements for the transportation of personnel and cargo, and the NNSA statutory missions.
- (b) The required maximum flying hours specified in the table below for each contract year are based on the past five-year averages and projected increased mission requirements:

No. of Airplanes	Type	YR01	YR02	YR03	YR04	YR05
2	DC-9-15F	1,500	1,500	1,500	1,500	1,500
1	DC-9-33F					
2	DHC-6	400	400	400	400	400
1	Lear 35	400	400	400	400	400
1	G-III	350	350	350	350	350

- (c) KAFB, Albuquerque, NM, is the main operating base for this contract. OST flight missions are conducted throughout CONUS. However, in the event that there would be international flights or flights to Alaska or Hawaii – reasonable, allowable, and allocable costs will be reimbursed by the Government.

4. TECHNICAL REQUIREMENTS/TASKS

- (a) Flight Operations. The Contractor shall operate and maintain Government-furnished aircraft in accordance with 14 CFR Part 121/135, the Contractor's Operations Specifications, and the OST/AB Public Operations Manual (POM). The Contractor shall provide flight services to meet the following NNSA requirements: passenger transportation, public aircraft personnel transportation, cargo and hazardous materials transportation, combination (COMBI) flights, research and development (R&D) flights, and alert missions. The Contractor shall operate and maintain Government-furnished aircraft to provide safe and efficient transportation, dispatch services, and cabin safety specialists or flight attendants (CSS/FA), as required. Approximately 60% of the FY04 OST/AB flying hours in the DC-9 required CSS/FA staffing. CSS are required in accordance with 14 CFR requirements, and mechanics are required in accordance with the Contractor's FAA-accepted procedures.
- (1) The Contractor shall hold a Supplemental Air Carrier operating certificate (14 CFR Part 121) issued under the provisions of 14 CFR Part 119 (Part 119) for the DC-9 aircraft. Within 120 days (or within a reasonable time agreed to by the Contracting Officer in consultation with NNSA/OST, the Contractor, and the FAA) after the contract is awarded: (1) the Contractor shall have in its Part 121 operation specifications, authorization to operate the "small aircraft" (defined in 14 CFR Part 1) under 14 CFR Part 135 or hold a 14 CFR Part 135 Operating Certificate in addition to the Part 121 Certificate, and (2) the Contractor shall have the Government-owned airplanes listed on its certificate(s) and in their operations

specifications. Should the FAA require proving runs, the associated flying hours are included in the YR01 totals.

- (2) **Passenger Transportation.** The Contractor shall transport passengers for site visits, speaking engagements, political events, meetings, conferences, or training not related or associated with the aircraft duties.
- (3) **Public Aircraft Personnel Transportation.** The Contractor shall transport Government and Contractor employees as Qualified Non-Crewmembers incidental to the conduct of NNSA ER and OST missions.
- (4) **Cargo/Hazardous Materials Transportation and COMBI Flight Operations.** The Contractor shall accept for transport, load, secure, tie down, and off load all manifested cargo. The shipper will provide load certification including dimensions, HAZMAT itemization, weight, and center of gravity if applicable. The Contractor shall transport hazardous material and special cargo in accordance with 49 CFR, DOE O 461.1A, and DOE Special Permit DOE-SP10885; and may be required to include hazardous material transport on their Operations Specifications. In accordance with the published FAA risk assessment advisory circular, the Contractor shall conduct an appropriate risk assessment for hazardous materials transport.
- (5) **R&D Flights.** The Contractor shall fly sensors, radars, cameras, other equipment, and Qualified Non-Crewmembers in support of Government research.
- (6) **Alert Aircraft Readiness.** The Contractor shall maintain one DC-9 aircraft, the corresponding flight crews, dispatch, maintenance and ground support personnel on alert status to launch quickly as possible but not more than four hours after notification. This requirement exists 365 days per year. Manifest and load the corresponding ER team and its equipment, and launch as quickly as possible but not more than four hours after notification. The Contractor shall designate specific aircraft by tail number for the alert mission, and will coordinate with the COR to substitute aircraft whenever mission, maintenance, or operational considerations warrant. It is not required that designated alert personnel remain on KAFB to meet this response requirement.
- (7) **Mission Aircraft Readiness.** The Government may schedule any aircraft or combination of aircraft to operate any day of the year to meet its statutory mission requirements. The Contractor shall accomplish all scheduled aircraft missions with the exception of those missions canceled by the Government or due to circumstances beyond the control of Contractor, such as Weather, Air Traffic Control, or Mechanical factors. Generally, missions are scheduled more than 24 hours in advance of departure with the majority of them on the books one week or more ahead of schedule. During normal duty hours, the Government may order missions not scheduled in advance. In these instances, if required personnel and aircraft are Mission Ready and in place, the Contractor shall have a minimum of two hours between notification and the required airplane departure time. Normal duty hours are 8:00 AM to 5:00 PM, Monday through Friday, excluding Federal holidays. This does not require the Contractor to maintain an aircraft and personnel on "alert" for an unscheduled mission, and does not affect the Alert Aircraft Readiness requirement described above.
- (8) **Alert Mission Capability Rate.** The Contractor shall maintain an Alert Mission Capability Rate of 100% (see Paragraph 5 below for specific reporting requirements).
- (9) **Certain Emergency Response (ER) missions** may involve risks associated with unintended but unavoidable flight into atmospheric radiological contamination. Such ER missions are directed by the National Command Authority and approved by the NNSA Administrator. The Contractor and individually affected flight crewmembers must accept such risks as a condition of employment.

- (10) Aircraft Availability. The Contractor shall determine Aviation Performance Indicators and develop reports for each aircraft series and for the fleet, calculated in accordance with the reporting requirements of Paragraph 5, Reports. Fleet availability rate goals are specified in Paragraph 4(b) (2) below.
 - (11) Crew Availability. The Contractor shall have the appropriate number of trained and qualified pilots, mechanics, ground support personnel, cabin safety specialists, dispatch personnel and available to perform all scheduled missions.
 - (12) Flight Dispatch. The Contractor shall dispatch civil flights in accordance with 14 CFR Part 135 and Part 121, their Operations Specifications, and references given at Section H022. The Contractor shall also post dispatch personnel on duty any time an airplane is airborne on either a civil or public mission. The Contractor shall input mission and operational flight data into Government-furnished Flight Operations Software (FOS) and is responsible for the accuracy and completeness of that Contractor-entered data. The Contractor shall provide all invoices for reimbursable expenses related to the flight, including fuel invoices, to the AOB Business Manager. The Contractor shall accept only Government manifested personnel and cargo for transport.
 - (13) Departure (Dispatch) Reliability Rate. The Contractor shall maintain a Departure (Dispatch) Reliability Rate of 95% (see Paragraph 5 below for specific reporting requirements).
 - (14) Operations Scheduling Effectiveness. The Contractor shall maintain an operational scheduling effectiveness rate of 95%, with the exception of customer cancellations (see Paragraph 5 below for specific reporting requirements).
 - (15) Safe Haven Procedures. Certain classified cargos require classified "safe haven" procedures that may require an en-route change of destination. The Contractor shall implement safe haven procedures in coordination with the COR.
- (b) Aircraft Maintenance/Airworthiness and Inspection.
- (1) Aircraft Certification. All Government-furnished aircraft are Standard category aircraft with Standard Certificates of Airworthiness. The Contractor shall maintain the airworthiness and certification of all assigned aircraft. The installation of any special equipment directed by the COR, or specified in this contract, shall be in accordance with technical data approved by or acceptable to the FAA. All aircraft alterations will be performed in accordance with FAA approved or accepted data and procedures.
 - (2) Fleet Availability. The Contractor shall maintain Aircraft Fleet Availability Rate at a minimum of 80% (see Paragraph 5 below for specific reporting requirements).
 - (3) Maintenance and Inspection. The Contractor shall, in accordance with the provisions of this contract, maintain Government-furnished aircraft in accordance with a maintenance and or inspection program authorized for that aircraft under the applicable portions of 14 CFR Parts 121 or 135. All maintenance, preventative maintenance and alterations shall be performed to maintain the aircraft type certificate and airworthiness certificate. The Contractor is not required to hold a 14 CFR Part 145 certification to conduct maintenance on assigned aircraft. For aircraft maintenance beyond the Contractor's capabilities, the Contractor shall subcontract in accordance with Paragraph (b) (11) below.
 - (4) Location of Maintenance. The table below specifies maintenance that the Government recommends to be performed by the contractor on site at the OST Aviation facility on KAFB, Albuquerque, NM for aircraft availability and oversight purposes. However, the contractor may perform or subcontract scheduled maintenance offsite."

Aircraft	Maintenance expected to be conducted on-site at Kirtland Air Force Base
DC-9	All inspections and checks up to but not including C-check
G-III	All inspections and checks up to but not including 5,000 cycle and 72-month
Lear 35	All inspections and checks up to but not including 12 year
DHC-6	All inspections and checks

- (5) Scheduled Maintenance. The Contractor shall schedule known aircraft maintenance as soon as possible, but at least 30 days in advance, to project airplane down-time and allow the COR to plan mission impact with OST.
- (6) Quality Control System. The Contractor shall establish and maintain a quality control system for the continuing analysis and surveillance of the maintenance program, preventive maintenance, and repairs and alterations of the aircraft.
- (7) Compliance. The Contractor shall assure that all work performed on assigned aircraft, whether performed by the Contractor's employees, or by subcontractors, is in compliance with FAA approved or accepted data and that the aircraft remain in compliance with their respective Certificates of Airworthiness.
- (8) Serviceability. The Contractor shall repair/replace items that do not meet or exceed original equipment manufacturer serviceability criteria. All parts and materials shall be capable of operating until the next scheduled inspection or overhaul.
- (9) Avionics Requirements. The Contractor shall repair/replace avionics equipment when it becomes necessary, and maintain aircraft navigational databases with current data.
- (10) Quality Assurance Program. The Contractor shall have a Quality Assurance Program. Quality assurance inspectors shall provide quality control and inspection in accordance with the Contractor's Part 121 General Maintenance Manual (GMM).
- (11) Subcontracts. The Contractor may subcontract or enter into blanket purchasing agreements with airframe manufacturers, engine manufacturers, and major repair and alteration facilities provided the subcontractors are certificated under 14 CFR Part 145, or compliant with 14 CFR Part 43.17 for the type of work to be performed. The Contractor shall obtain Contracting Officer approval for all subcontracts and blanket purchasing agreements for Government reimbursable expenses. The Contractor shall provide oversight of, and is ultimately responsible for all work accomplished on Government-owned aircraft by subcontractors, national laboratory personnel or by others not employed by the Contractor.
- (12) Ground Support Requirements. Contractor personnel shall perform all aircraft services, ground handling, aircraft movement, and operate and maintain ground support equipment in accordance with appropriate manuals.
- (13) Maintenance Test and Functional Check Flights. The Contractor shall request maintenance test flights or Functional Check Flights through the COR.
- (14) Maintenance Data. The Contractor shall obtain FAA approval of their maintenance-tracking programs. The Contractor is responsible for the maintenance and logistics data and shall ensure that the data input into the program is complete and accurate.
- (15) Tools. The Contractor shall provide the mechanics' hand tools or require mechanics to supply their own. The Contractor shall implement tool control and tool accountability programs in the interests of safety, and a proactive Foreign Object Damage program. The Contractor shall monitor the condition, quality, and accountability of its employee's tools.

The Government will provide special aircraft tools (e.g., engine rigging tools) as required. The Contractor shall assure the care and traceability of each special tool.

- (16) Records. The Contractor shall execute and retain all FAA required electronic and paper maintenance records.
 - (17) Minor Discrepancies. The Contractor is encouraged to not carry minor discrepancies on aircraft logbooks beyond 45 days without the approval of the COR.
 - (18) Engineering. Aircraft modifications and repairs not routinely conducted under manufacturer's approved procedures or in accordance with an existing Standard-Type Certificate, field approval, airworthiness directive, or service bulletin, will require the development of approved data through an appropriately licensed Designated Airworthiness Representative or Designated Engineering Representative. The Contractor shall ensure that all such work complies with 14 CFR 43 requirements.
 - (19) Aircraft Modernization. The Contractor shall perform aircraft modifications to support R&D and Government-directed fleet modernization efforts. Examples include, but are not limited to, purchase and installation of; avionics equipment, navigation systems, and R&D aircraft system components as well as aircraft structure modifications to accommodate science packages carried aboard the DHC-6 airplanes.
 - (20) Life-Limited (cycle, flight hours, or calendar) Components: The contractor shall be responsible for the replacement of all life-limited components unless the life-limited components are associated with major component overhaul or hot-section inspections for which the Government will reimburse the contractor.
 - (21) The contractor is responsible for the FOD control within the hangar.
 - (22) The contractor is responsible for disposal of hazardous waste and is classified as a Small Quantity Generator.
- (c) Aircraft Logistics and Supply.
- (1) Logistics Personnel. The Contractor shall provide sufficient qualified logistics personnel to procure, receive, inspect, store, account for, issue, and dispose of all parts and materials.
 - (2) Stores (Parts, Materials, Supplies) Inventory. The OST/AB has an inventory of aircraft parts, materials, and supplies that are available for use (see Section J, Attachment 9, Stores Inventory Summary). The Contractor shall maintain and utilize this inventory, but must replenish them, as they are drawn from supply, at the Contractor's expense for "scheduled" maintenance - and at Government reimbursable expense for "unscheduled" maintenance. The COR may alter the OST/AB parts inventory list when requested by the Contractor. The Contractor shall establish a quality control process to ensure all replacement aircraft parts meet type specifications and are genuine, and to detect and reject counterfeit or undocumented parts.
 - (3) Government Property. The Contractor shall manage Government property listed in Section J in accordance with the Government Property clause. The Contractor shall conduct periodic inventories in accordance with DOE/NNSA policies, to ensure accountability for all parts, tools, and supplies provided under the contract. The Contractor shall not co-mingle Government-furnished and Contractor-owned property.
 - (4) Logistics Performance Indicators. The Contractor shall have a system that tracks logistics performance indicators in accordance with the reporting requirements in Paragraph 5 below.

- (5) Warranties Management. The Contractor shall effectively manage all warranties.
- (6) Purchasing and Subcontracting for Reimbursable Expenses.
 - (a) Reimbursable Expenses. The Contractor shall obtain supplies and services, associated with this contract, authorized for reimbursement by the Government. The Contractor is authorized to utilize Government supply sources when available.
 - (b) Best Value. The Contractor shall procure supplies and services at best value, including transportation expenses, consistent with need.
 - (c) Subcontracts. The Contractor shall have the capability of entering into subcontracts or blanket purchasing agreements for aircraft components, avionics, radar, power plant, hydraulic components, and landing gear components; and for repairs, modifications or inspections that are over and above the capabilities of the Contractor's on-site maintenance services. In addition, subcontracts may be allowed for flight support services, parts, materials, and training.
 - (d) Fuel Purchases. The Contractor shall purchase aircraft fuel away from home station in the following order: 1) Department of Defense fuel, 2) contract fuel, and 3) commercial fuel.
- (d) Safety and Health.
 - (1) Program Requirement. The Contractor shall implement an Occupational, Safety, and Health (OSHA) program compliant with Federal, State, and local requirements. The Contractor shall designate a person responsible for the OSHA program.
 - (2) Safety Systems. The Contractor shall implement an effective Integrated System Safety Management program and an Environment Safety & Health program in accordance with the requirements of DOE policies and procedures and OSHA, Federal, State, and local laws.
 - (3) Substance Abuse. The Contractor shall maintain an FAA approved Drug and Alcohol Testing Program and an Alcohol Misuse Prevention Program in accordance with 14 CFR Part 121 Appendices I and J. OST/AB prohibits, as a condition of this contract, any employee who tests positive from participating in operations on behalf of the Government.
 - (4) Internal Feedback System. The Contractor shall develop and implement an internal feedback system for reporting and identifying hazards, improving work processes, etc. The Contractor will notify the OST/AB Aviation Safety Officer (ASO) and the COR of hazards, and work process improvements.
 - (5) Incident/Accident Investigation. The Contractor shall, along with personnel assigned by the COR, investigate incidents and accidents, conduct analysis including human factors, gather and categorize all data and provide the data to the OST/AB ASO. The National Transportation Safety Board may investigate certain incidents and accidents, and will determine the process and personnel who will participate.
 - (6) Reports to the FAA. The Contractor shall file Service Difficulty Reports or Malfunction Defect Reports in accordance with their approved Operations Specifications and GMM for all civil and public flights.
 - (7) Safety Meetings. The Contractor shall hold quarterly safety meetings for pilots, and participate on the OST/AB Safety Committee in accordance with the OST/AB Aviation Policy and Procedures Manual.

- (8) Protective Equipment. The Contractor shall utilize Government-furnished safety/Personal Protective Equipment as needed/required.
- (9) The Contractor has the authority to and shall issue an immediate safety stop work order in the event a condition exists that poses imminent danger to personnel or property. The Contractor shall ensure that its employees understand that work shall not proceed if a safety stop work order is issued. Work will resume when the condition that was the cause of the imminent danger to persons or property is no longer present.

(e) Administrative.

- (1) Reports. The Contractor shall provide reports to the COR in accordance with Paragraph 5 below and meet associated suspense requirements. The COR may introduce automated forms, reports and procedures associated with integration software in order to reduce Contractor and NNSA workloads, leverage technology, facilitate effective and efficient Government aviation program management and to meet changing NNSA reporting requirements. All software affecting maintenance recording must be FAA approved for the Certificate holder.
- (2) Technical Library. The Contractor shall order, post, maintain, and catalog any publication changes to the Government furnished technical library.
- (3) Uniforms. Contractor personnel shall wear distinctive attire. Pilots, CSS, and mechanics should wear distinctive standard industry-accepted attire.

- (f) Training. The Contractor shall provide an FAA-approved training program for initial, recurrent, and upgrade training, differences and flight simulator training, annual and semi-annual flight checks, safety training, mechanic training, CSS training, OSHA certifications, human factors training, and other pertinent required training. The Contractor shall submit requests to the COR at least one week in advance for training flights. Contractor personnel shall attend all Government provided training regarding NNSA policies, local policies and procedures, emergency management, radiation safety, OPSEC, security, operating procedures, flight operations software, and FAIRS. This training will be approximately eight hours per Contractor employee each year, and will be scheduled in half-hour, one-hour, and two-hour increments.

(g) Security and Emergency Management

- (1) The Contractor shall comply with the OST/AB Security Plan, Aviation Operations Security Plan, and Aviation Site Security Plan.
- (2) The Contractor shall not accept, store, process, or transmit classified documents, information, or equipment.
- (3) Contractor personnel have access to the KAFB flight line, which is a Security Identification Display Area. Therefore, the Contractor shall ensure all its employees receive a finger print-based criminal history records check as a prerequisite to their employment. Contractor personnel may be required to obtain a NNSA security clearance, and those so designated shall be subject to a background investigation based on the type of information that must be accessed in order to perform the job effectively. The Government bears the cost for background investigations.
- (4) The Contractor shall ensure the following personnel have DOE Q or L security clearances: Director of Operations, Director of Maintenance, Chief Pilot, Site/Station/General Manager, pilots, flight mechanics, duty officers (if utilized by the Contractor), and flight dispatch personnel. This list is not all-inclusive and may change at the direction of the COR. The COR will determine the level of security required for each listed position and will bear the

cost of obtaining security clearances. Employees who have passed initial screening may, prior to receiving their security clearance, perform duties not requiring a security clearance.

- (5) In-flight Security. Federal Officers may be assigned by the Government to protect certain specific cargo loads or personnel. When assigned, they are authorized to be armed and will so inform the pilot-in-command (PIC). They become an integral part of the assigned crew and are subject to the direction of the PIC during all phases of flight operations. The Contractor shall ensure security procedures specified in the Aviation Operations Site Security Plan are followed by the PIC.
- (6) The Government will provide Emergency Management Plans that cover flight operation procedures and the Albuquerque base of operations procedures. The Contractor shall ensure their personnel shall comply with the plans.

5. REPORTS, DATA, AND OTHER DELIVERABLES

The Contractor shall ensure the following reports are submitted to the COR by the dates required. If not otherwise stated, monthly reports are due on the first day of the following calendar month. Quarterly reports are due by the 15th calendar day of the following calendar month.

- (a) Standard Report Computerized Accident/Incident Reporting System (CAIRS). The Contractor shall submit the following report data to the COR on a quarterly basis:
 - Number of persons assigned
 - Number of hours worked
 - Number of miles driven
 - Number of vehicles assigned
 - Number of aircraft assigned
 - Number of accidents
 - Number of incidents
- (b) Occurrence Reporting and Processing System. Information as requested by the OST/AB ASO.
- (c) Daily Status Reports. These reports shall be submitted each day, and should be an electronic report on aircraft maintenance status, flight schedule, alert schedule, training commitments etc.
- (d) Monthly Maintenance Planning Report. This report is due the first day of each calendar month.
- (e) Aviation Performance Indicators. Aircraft reports are meant to measure aircraft reliability, availability and cost of maintenance and focus on the efficiency, and effectiveness and safety posture of an aviation organization. The Contractor shall submit reports prepared at the intervals indicated below. It is intended that many of the reports will be generated electronically from the Flight Operations Software menu. Pending the development of these automated program reports, the Contractor shall submit them in a form and format approved by the COR.

Operational Readiness Reports (Monthly)

- Operations Scheduling Effectiveness (by airplane type and fleet)
- Alert Utilization time (by airplane type, if applicable)
- R&D Utilization Time (by airplane)
- Flight time by aircraft compared to budgeted hours
- Departure (Dispatch) Reliability Rate
- Alert Mission Capability Rate (DC-9)

Maintenance Reports (Monthly)

- Availability Rate (AR) (by airplane type and fleet)

- Non Availability Rate (by airplane type and fleet)
- Non-Airworthy Maintenance Rate (NAMR) (by airplane type and fleet)
- Aircraft Recurring Discrepancy Report (by airplane type and fleet)

Logistics Reports (Monthly)

- Non-Airworthy Supply Rate (NAS)
- Mean Supply Response Time (MSRT)
- Inventory Accuracy Rate (IAR)

Cost Reports (Monthly)

- Maintenance cost to flying hour cost comparison
- Unscheduled maintenance cost per flying hour (labor, parts, materials)
- Scheduled maintenance cost (labor, parts, materials)
- Oxygen, oil and fuel costs by aircraft per flying hour Federal
- Oxygen, oil and fuel costs by aircraft per flying hour Contract
- Oxygen, oil and fuel costs by aircraft per flying hour Commercial
- Administrative Overhead Costs

Safety (As Required)

- Accidents/Incidents per 1,000 departures (as required by the COR)
- Mission: The Contractor shall copy the COR with any PIC after-action report that has negative comments about the flight.

(f) Federal Aviation Interactive Reporting System (FAIRS) data not later than the 15th day of the month following the operational quarter being reported. FAIRS data requirements and definitions are contained in the GSA U.S. Government Cost Accounting Guide.

(g) Availability Rate Reporting.

- (1) Aircraft availability is a condition status that indicates the aircraft is airworthy, can perform all the prescribed missions, and does not violate the aircraft Minimum Equipment List. If the aircraft is not available, not airworthy, the Contractor shall perform the work necessary, or obtain the parts that are required to return the aircraft to available status. Deriving Aircraft availability rate is explained below.
- (2) Non-available Aircraft is the material condition of an aircraft indicating that it is not capable of flight or safe for flight, or when a maintenance action is required that causes the aircraft to be non-airworthy. An aircraft shall be reported "non-available" during all periods of time when it is not available for a mission because of scheduled or unscheduled maintenance. Scheduled maintenance time for reporting purposes includes routines, details, calendar, engine and special inspections when the combination of inspection requirements is such that it requires placing the aircraft in an inoperable condition.
- (3) Non-available hours begin when the Contractor is notified of an inoperable or unsafe condition, and end when the Contractor notifies the COR that the aircraft is ready for pre flight inspection or test flight. If the aircraft is determined to be non-available as a result of the pre flight inspection or test flight and the cause is attributable to the original fault, non-available hours shall continue from the original time of discovery provided the preflight or test flight inspection is performed within 24 hours after notification is provided the COR.
- (4) When inspection requirements do not require a major disassembly of the aircraft, the aircraft is considered to be available during the entire portion of the inspection phase of the inspection. However, if panels and equipment are removed to conduct area inspections and cannot be replaced within a two-hour time frame, then the entire inspection is considered to have impacted availability and shall be documented as non-available hours. The two-hour

rule applies to scheduled maintenance only. If the aircraft is not located at KAFB, non-available hours begin when the Contractor's maintenance personnel are notified of the inoperable condition.

- (h) Availability Rate Calculation. Availability rates shall be calculated as depicted in DOE Guide 440.2B-1A.
- (i) The Contractor shall conduct quarterly program reviews in accordance with Section H026. The agenda will be determined by the COR.

AMENDMENT 002 ATTACHMENT

SECTION J, ATTACHMENT 10 - COLLECTIVE BARGAINING AGREEMENT – THE OFFICE AND
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

(DATED 4-07-06)

AGREEMENT

between

ROSS AVIATION, INC.

and

THE PILOTS

in the service of

ROSS AVIATION, INC. DOE DIVISION

as represented by

**THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION**

(April 7, 2006 – May 30, 2011)

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AGREEMENT

This Collective Bargaining Agreement ("Agreement") is made and entered into by and between ROSS AVIATION, INC., DOE DIVISION (hereinafter known as the Company), and the OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (herein, "Union or OPEIU") as representative for the purposes of collective bargaining of the employees hereinafter defined in Section 2.

Now, therefore, the parties hereto mutually agree as follows:

This Agreement shall constitute the entire agreement between the parties and can be changed or modified only by a document in writing signed on behalf of both parties hereto.

SECTION 1 RECOGNITION

- 1.1 The Company recognizes that a majority of the pilots in its employ have designated the OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION to represent them and in their behalf to negotiate and enforce an agreement with the Company as to their rates of pay, rules and working conditions. This recognition applies only to those Ross Aviation pilots under Aviation Services Contract DE-AC04-96AL87211 with the U.S. Department of Energy ("DOE"), and any succeeding government contract or agency maintaining continuity of the above-addressed DOE contract. Except as otherwise required by DOE, it is agreed that all flying performed in and for the services of the Company shall be performed by pilots whose names appear on the Company Pilot System Seniority List and the Chief Pilot whose name may or may not appear on the Seniority List, under the terms and conditions set forth in this Agreement.

SECTION 2 DEFINITIONS

The following terms as used in this Agreement shall be construed as follows:

- 2.1 **ADMINISTRATIVE PILOT** is any pilot who is part of the Company's management structure and whose remuneration is based in part on performance of administrative duties not required of other pilots, including flight and ground training.
- 2.2 **ALOFT or TIME ALOFT** as used herein shall mean the actual time from block to block during which a pilot may or may not be on flight deck duty.
- 2.3 **BLOCK TO BLOCK** means the period of time beginning when an aircraft first moves from the blocks for the purpose of flight and ending when an aircraft comes to a stop at the blocks at the next intermediate stop(s), flight destination, or at the point of departure if the flight returns to the blocks without completing the scheduled segment.
- 2.4 **CAPTAIN** shall mean a pilot qualified to act as Pilot in Command.
- 2.5 **CO-PILOT/FIRST OFFICER** shall mean a pilot qualified to act as second in command.
- 2.6 **CHECK AIRMAN** shall mean a pilot authorized by the Company and/or the Federal Aviation Administration to perform the required proficiency checks, route checks, ground and flight training on other pilots within the guidelines of the Company and/or the FAA.
- 2.7 **CREW MEMBER** shall mean a person assigned by the Company to perform duty during an assigned trip.
- 2.8 **DAY or CALENDAR DAY** as used herein shall mean a period beginning at 0001 hours and extending through 2400 hours.
- 2.9 **DOMICILE** shall mean the geographic location designated by the Company where pilots are permanently based.
- 2.10 **DUTY DAY** is any day a pilot performs a function required by the Company, exclusive of the 1700 hour call in.
- 2.11 **DUTY TIME** is that period of time required by the Company when the pilot is performing a service for the Company, i.e., deadheading, briefing or debriefing, waiting time, en route delays, ground training and flight time.

2.12 **EQUIPMENT** means aircraft in a specified MTOW weight class. For the purposes of this contract, there are three weight classes, to wit,

1. 12,500 pounds and below.
2. 40,000 to 75,000 pounds.
3. 75,001 to 125,000 pounds.

All aircraft in a weight class are considered equivalent.

2.13 **FLIGHT** shall mean a segment of a trip.

2.14 **FLIGHT RELATED DUTIES** as used herein shall mean that pilots will have a continuing responsibility in the placement and securing of freight and fueling their own aircraft at destinations not providing this service when a flight mechanic is not carried. On occasion, minor assistance in loading aircraft is appropriate. Due to divers or unforeseen circumstances, flight operations may require the handling of baggage and freight. The Company will attempt to minimize this requirement. Pilots are cautioned to exercise discretion in exerting undue physical effort and in attempting duties for which they have not been trained.

2.15 **FLIGHT TIME** is that period of block to block time in which a pilot is on flight deck duty.

2.16 **HEAVY CREW** shall mean three qualified pilots. This will include a minimum of two Captains.

2.17 **International Trip**: Any trip that has a departure point and/or destination outside the continental United States (CONUS), excluding research flights or maintenance test flights that have a departure and destination within the same country or state. Trips to Canada for maintenance purposes are not considered international trips.

2.18 **International Leg**: Any leg of an international trip excluding legs with departures and destinations that are both within CONUS.

2.19 **LINE PILOT** is a pilot whose remuneration is based primarily on revenue flying.

2.20 **MONTH** shall mean a calendar month.

2.21 **NIGHT** means the time between the end of evening civil twilight and the beginning of morning civil twilight as published in the American Air Almanac and converted to local time.

- 2.22 ON DUTY TIME shall commence at the normal reporting time or the actual reporting time, whichever is later, and shall continue until completion of required duties. Duty time after down loading or block in that significantly exceeds thirty (30) minutes must be explained in the Captain's Report.
- 2.23 P.E.G. shall mean the Pilots' Employee Group.
- 2.24 PILOT shall mean Pilot in Command or Co-Pilot/First Officer, as defined herein, employed full time by the Company.
- 2.25 PILOT IN COMMAND is a pilot assigned by the Company who is solely responsible for, and the final authority as to, the operation of the aircraft. It shall also include, but not be limited to, such duties as supervision of all crew members, assurance that rules and regulations are being complied with, and that the Company is being favorably represented.
- 2.26 PROBATIONARY PILOT is a pilot in the first year of employment with the Company.
- 2.27 PROMOTION means any change in assignment commanding a higher pay category.
- 2.28 QUALIFIED means a pilot meets all requirements necessary to perform the duties to which the pilot is assigned.
- 2.29 RESERVE shall mean an assignment which requires a pilot to be available for flying, due to unusual circumstances, by means of telephone or Company-provided pager. Reserve is not duty time.
- 2.30 REVENUE FLIGHT(S) shall mean any flight except ferry, maintenance or training flights.
- 2.31 SCHEDULE shall mean periods of time which are committed to the requirements of the Company (i.e., all duty, scheduled days off, required rest periods, holidays, sick leave days, and vacations).
- 2.32 SCHEDULED DAY(S) OFF shall mean the pilot is free from all Company related duties, and is not subject to assignment by the Company during this period.
- 2.33 SCHEDULED FLIGHT TIME shall mean the time specified on the operations schedule used by the Company for the purpose of planning flights.
- 2.34 TRIP shall mean the time from when a pilot signs in for duty at domicile after a rest period, until the pilot signs off from duty at domicile.

- 2.35 **STANDBY** shall mean an assignment which requires a pilot to be available for duty by means of telephone or other mutually acceptable method between the Company and the pilot, and is duty time.
- 2.36 **UNFORESEEN CIRCUMSTANCES** shall be conditions beyond the control of the Company after an aircraft leaves the Ross facility. Schedule changes after departure are not considered unforeseen circumstances.
- 2.37 **UNUSUAL CIRCUMSTANCES** shall be conditions beyond the control of the Company involving the endangering of life and/or property. Examples: Incidents involving trucks with sensitive material on board, accidents involving hazardous material, or incidents requiring rapid response by technical personnel.
- 2.38 **WEEKEND RESPONSIBILITIES** is a concept whereby a pilot will be designated on the fourteen (14) day schedule to assume weekend duties in a specific aircraft should such duties become necessary. These responsibilities shall terminate upon the completion of the flight schedule on Friday afternoon.
- 2.39 **WORK DAYS** shall mean Monday through Friday for vacation purposes. Work Days as applied to sick leave means any day scheduled for duty but not worked due to illness.
- 2.40 **WORK WEEK** shall mean Monday through Friday.

SECTION 3 COMPENSATION

- 3.1 For the purpose of implementing this contract, pay anniversary dates and pay rates shall be as shown herein in Tables 3.1
- 3.2 The Company may select the starting Pay Grade for newly hired pilots, but if such selection by itself would cause a less senior non-management pilot to receive a greater salary than any more senior non-management pilot, the compensation of such senior pilot or pilots will be increased to prevent such a pay situation from arising.
- 3.3 A pilot shall be eligible for compensation pursuant to this section only if:
1. He holds all Federal Aviation Administration required medical certificates and airman certificates, and is fully qualified to exercise the privileges of those certificates in Ross Aviation flight operations; or
 2. He holds all required medical certificates and is training to obtain, retain or regain such airman certificates; or
 3. If he is returning from an extended absence due to disability and requires training, such pilot shall be eligible for compensation,
 1. No later than three weeks after he has notified the Company that he holds all Federal Aviation Administration required medical certificates and that he is available for any required re-qualification training, provided that during his period of disability the Pilot kept the Company apprised in writing of all significant developments in his medical rehabilitation and in the FAA medical recertification process leading to his eligibility for qualification for his required FAA certificates.
 2. In the event, however, that the pilot fails to carry out these obligations, and the required re-qualification training cannot reasonably be scheduled within three weeks after he notified the Company of the receipt of his medical certificate, he shall not be eligible for compensation for a six-week period after said notification, or until he enters the required re-qualification training program, whichever occurs first;

or,

4. He is offered, and voluntarily accepts the opportunity to undergo re-qualification training pending the renewal and/or re-issuance of his medical certificate by the FAA. To be eligible for such training, the Pilot must provide the Company with a medical release from his attending physician. If such training is completed prior to the Pilot obtaining a valid First Class Medical Certificate, the Pilot shall have the right to resume his disability status pursuant to the Long Term or Short Term disability plans, as applicable, unless the Company elects to offer the Pilot duties, and the Pilot accepts such offer pursuant to Section 18; or
 5. He is offered, and accepts, the opportunity, pursuant to Section 18, to perform Administrative Duties.
- 3.4 Except as provided in Section 3.3.4. and 3.3.5., above, no pilot eligible for compensation pursuant to this section shall be required to perform other than Flight Related Duties or training in order to be eligible for such compensation.

TABLE 3.1.a.

	Year 1	Year 2	Year 3	Year 4	Year 5
Step 25	\$93,555	\$96,362	\$99,253	\$102,230	\$105,297
Step 24	\$91,590	\$94,338	\$97,168	\$100,083	\$103,086
Step 23	\$89,667	\$92,357	\$95,128	\$97,981	\$100,921
Step 22	\$87,784	\$90,417	\$93,130	\$95,924	\$98,802
Step 21	\$85,940	\$88,519	\$91,174	\$93,909	\$96,727
Step 20	\$84,136	\$86,660	\$89,260	\$91,937	\$94,696
Step 19	\$82,369	\$84,840	\$87,385	\$90,007	\$92,707
Step 18	\$80,639	\$83,058	\$85,550	\$88,117	\$90,760
Step 17	\$78,946	\$81,314	\$83,754	\$86,266	\$88,854
Step 16	\$77,288	\$79,606	\$81,995	\$84,455	\$86,988
Step 15	\$75,665	\$77,935	\$80,273	\$82,681	\$85,161
Step 14	\$74,076	\$76,298	\$78,587	\$80,945	\$83,373
Step 13	\$72,520	\$74,696	\$76,937	\$79,245	\$81,622
Step 12	\$70,997	\$73,127	\$75,321	\$77,581	\$79,908
Step 11	\$69,506	\$71,592	\$73,739	\$75,952	\$78,230
Step 10	\$68,047	\$70,088	\$72,191	\$74,357	\$76,587
Step 9	\$66,618	\$68,616	\$70,675	\$72,795	\$74,979
Step 8	\$65,219	\$67,175	\$69,191	\$71,266	\$73,404
Step 7	\$63,849	\$65,765	\$67,738	\$69,770	\$71,863
Step 6	\$62,508	\$64,384	\$66,315	\$68,305	\$70,354
Step 5	\$61,196	\$63,032	\$64,923	\$66,870	\$68,876
Step 4	\$59,911	\$61,708	\$63,559	\$65,466	\$67,430
Step 3	\$58,652	\$60,412	\$62,224	\$64,091	\$66,014
Step 2	\$57,421	\$59,143	\$60,918	\$62,745	\$64,628
Step 1	\$56,215	\$57,901	\$59,638	\$61,428	\$63,270

Step increases occur automatically after one year's service at a step level.

TABLE 3.2.

<u>Names</u>	<u>Date of Hire</u>
	06/17/74
	11/08/78
	03/07/79
	08/01/80
	10/01/80
	12/15/80
	11/16/83
	05/29/84
	08/15/84
	07/28/97
	10/29/01
	06/03/02
	11/12/02
	12/02/02
	11/15/04
	11/16/04
	06/29/05
	10/31/05

SECTION 4

UNION SECURITY AND DUES CHECKOFF

4.1 Union Security

- 4.1.1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- 4.1.2. Each employee in the bargaining unit shall, beginning on the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer or regression into the bargaining unit, whichever is later, as a condition of continued employment in the bargaining unit, become and/or remain a member in good standing of the Union or pay the Union agency fees in an amount equal to the monthly dues and initiation fee regularly and uniformly required to be paid by Union members. Each such employee may execute a payroll deduction authorization as provided for in this Section, or pay directly to the Union the amount of dues and initiation fee, or agency fee, owed to the Union. The payroll deduction will be effective the first full pay period following such authorization.
- 4.1.3. Any employee within the bargaining unit who is transferred or promoted out of the bargaining unit or laid off shall not be subject to any of the provisions of the Section during the period of time such employee remains outside the bargaining unit or on layoff.
- 4.1.4. An employee within the bargaining unit shall be considered in good standing for the purposes of this Section when such employee tenders the amount of money equal to the Union's regular and usual initiation fee (due and payable only once per employee with regard to any interruption in service) and its regular, uniform and usual monthly dues to an authorized agent of the Union, the Company shall terminate the employment of any employee within the bargaining unit who fails to tender the sums due the Union under Section 4.1.2. within thirty (30) days from the date such sum(s) is due, provided the Union informs the Company and the employee of the delinquency in writing, and allows the employee an additional fifteen (15) days after the 30th day of delinquency to make payment in full. If the employee fails to resolve the dues delinquency with the Union during this fifteen (15) day period, after notification to the Company by the Union, the Company will terminate the employee effective the end of that payroll period. Such termination shall be deemed to be for "just cause."
- 4.1.5. Deductions shall be made for Union dues and initiation fee, or agency fee, of each employee in the bargaining unit for whom an authorization has been received, beginning with the pay for the first full pay period following receipt of such authorization, provided that sufficient earnings remain to cover Union initiation

fees, dues, or agency fees after all deductions required by law are made, and such deductions shall continue monthly thereafter, except as qualified by this Section.

Accrued dues not deducted in the regular month as provided above shall be deducted as follows:

(1) At the beginning of each calendar quarter the Union shall furnish the Company a list of the names and employee numbers of employees who have authorized the deduction of Union dues and who are in arrears in the payment of such dues for the preceding quarter, specifying on such list the amount of each employee's arrearage.

(2) After the receipt of such list, the Company shall make a special deduction of Union dues in the amount of the listed arrearage from the pay of each named employee, provided that sufficient earnings remain to cover the dues arrearage after all deductions required by law are made.

4.1.6. Any dispute arising out of the interpretation or application of this Section, when reduced to writing as a grievance, shall be subject to the grievance procedure by initially referring the grievance to Step 3. The grievance thereafter may be processed in accordance with the provisions of Section 21.

4.1.7. Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of or continue membership in or to pay a sum equal to Union monthly dues, or to continue to pay any sums equal to the monthly Union dues, as a condition of employment, if it is determined that such is unlawful in a final judgment or decision of the National Labor Relations Board or by any court or administrative body of competent jurisdiction. It is understood and agreed that the Union will defend, save, hold harmless, and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out the terms of this Section by the Company.

4.1.8.1. The Authorization For Check-off Membership Dues or Service Charges set out in Appendix 1 of this Section is agreed to by the parties and is made a provision of this Agreement.

4.1.8.2. At the time this Agreement becomes effective, the parties agree to begin to use the form in Appendix 1 for all new deductions.

4.2.1. The Company shall deduct from the pay of any Union member those authorized deductions for his Union dues and initiation fee or agency fees. These deductions will be forwarded to the Union each pay period. (P.O. Box 427, Daleville, Alabama 36322). Authorization for new member deductions shall be forwarded by letter at least monthly by the Union secretary to the Company.

4.2.2. If an employee is no longer on the active payroll, or is promoted or transferred to a position outside the bargaining unit, the Company shall cease deducting dues and initiation fees, or agency fees, from that employee's pay, and notify the Union of the individual involved and the reason for stopping the deductions.

4.3. Indemnity Clause

The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damages for deduction, payment, authorization, or notification as provided for in this Section. The Company assumes no responsibility for the disposition of the deducted funds once it has made payment to the Union.

AUTHORIZATION FOR CHECK-OFF
OF UNION DUES OR SERVICE CHARGES

TO: ROSS AVIATION, INC.

ATTENTION: Treasurer
 Albuquerque, New Mexico

I, _____, the undersigned employee of Ross Aviation, Inc., DOE Division, hereby authorize and direct you to deduct dues or service charges in an amount equal to 0.9% of my gross earnings each month, which are the standard monthly membership dues or service charges (or such standard membership dues or service charges as may hereinafter be established by the Union as dues or service charges for employees, upon notification to the Company by the Treasurer of the OPEIU Local 102 ("PHPA")).

This authorization and direction may be revoked by me in writing after the expiration of one (1) year from the date hereof, or upon the termination date of the applicable labor agreement in effect at the time this is signed, whichever occurs sooner.

This authorization and direction is made in accordance with the existing Agreement between the Union and the Company.

Date: _____
Signature of Employee: _____
Address: _____
Employee Number: _____

SECTION 5 HOURS OF SERVICE

- 5.1 Pilots shall devote their entire professional flying service to the Company, except that nothing in this Agreement shall be construed to prevent any pilot from affiliating with the military service of the United States.
- 5.2 No pilot may fly or be aloft as a crew member in the Company's service for more than one thousand (1,000) hours in any calendar year or one hundred (100) hours in any calendar month.
- 5.3 It is not desirable that pilots exceed eighty (80) flight hours in a calendar month. This limit may not be exceeded in two consecutive months. All flight hours in excess of eighty (80) hours in any one month will be subtracted from the available (80) hours in either or both of the succeeding two months.
- 5.4 The Company shall not assign any flight crew member and no flight crew member may accept an assignment of flight time in excess of eight (8) hours in any twenty-four (24) hour period.
- 5.5 Any flights scheduled and dispatched for more than eight (8) hours aloft will have a "heavy crew". A "heavy crew" will not exceed eleven (11) hours time aloft.
- 5.6 If, because of unforeseen circumstances, a flight crew member exceeds the limitations set forth in Paragraph 4 of this section, the flight crew member shall be given sixteen (16) hours of duty free rest prior to further assignment.
- 5.7 The Company shall determine when a pilot shall report for duty. "On duty time" shall run continuously unless broken by an off duty period.
- 5.8 Duty time shall be logged from the scheduled or actual reporting time, whichever is later, to the scheduled or actual facility departure time, whichever is later, in accordance with the definition of "on duty time" in Section 2. Once released, the pilot shall not delay facility departure time to extend actual duty time.
- 5.9 When a pilot is not at an assigned domicile, duty time shall be logged in accordance with Paragraph 8 of this section.
- 5.10 When a pilot deadheads under Company orders, such deadhead time shall be credited as duty time under the provision of Paragraph 11 of this section.
- 5.11 It is not desirable that pilots exceed one hundred seventy-six (176) duty hours in a calendar month. No pilot will be scheduled to exceed this limit in two consecutive months. All duty hours in excess of 176 hours in any one month will be subtracted from the available 176 hours in either or both of the succeeding two (2) months.

- 5.12 1. No pilot shall be scheduled for more than twelve and one-half (12-1/2) hours of duty that is scheduled to commence between 0401 and 2000 local time. However, if a pilot is authorized under the provisions of Section 8.4 of this Agreement to secure hotel accommodations at Company expense at any stop during that scheduled duty period, the pilot may be scheduled for fourteen (14) hours of duty. No pilot shall be scheduled for more than eleven (11) hours of duty that is scheduled to commence between 2001 and 0400 local time.
2. As an exception to subparagraph 1 of this paragraph, the Company may schedule or reschedule a duty day of thirteen and one-half (13-1/2) hours once during a trip that includes two (2) or more RONS (Remain Over Night), which duty must be scheduled or rescheduled in advance of that duty day (unless Paragraph 5.13., below, applies).
3. A heavy crew may not be scheduled for more than fourteen (14) hours duty time.
- 5.13 If, because of unforeseen circumstances (e.g., weather, airport delays, etc.), a flight crew member exceeds, or will exceed, the duty time limitations set forth in Paragraph 12 of this section, hour for hour or fraction thereof of duty free rest shall be given above the rest period provided in Paragraph 18 of this section up to a maximum of eleven and one-half (11-1/2) hours duty free rest prior to the next duty period. (Example: Duty time 13+00 hours, crew rest 10+30 hours.)
- 5.14 Except under unusual circumstances as defined in this Agreement, no pilot shall be required to exceed fourteen (14) duty hours in a duty day.
- 5.15 If the departure time of a flight has been delayed and the Company gives telephone notification to the pilot prior to 2200 hours or between one (1) hour and one and one-half (1-1/2) hours prior to the scheduled reporting time, such departure time and associated duty time shall be considered to be changed. This notification shall not be considered as a break in a duty free rest period.
- 5.16 Cancellation of any flight or duty prior to 0100 hours or eight (8) hours or more prior to the scheduled reporting time, whichever is earlier, may result in a scheduled day off, or the pilot may be rescheduled at the Company's discretion. If the flight or duty is canceled after 0100 hours or with less than eight (8) hours notice, then one of the following will apply:
1. If no other duty is scheduled by the Company, the pilot shall be credited with four (4) hours duty time and that day shall be considered a duty day, or
2. If scheduled for alternative duty, that pilot's alternate duty shall begin either:

1. One (1) hour after notification of alternate duty regardless of the scheduled beginning of that alternate duty; or
2. At actual arrival time at the place of duty:
whichever is earlier.

5.17 Pilots scheduled or expected to be on duty more than six (6) hours will be scheduled for a thirty (30) minute duty break. This duty break shall be scheduled for the landing point as close to the midpoint of the scheduled duty day as possible. It is intended that a pilot not be on duty more than six (6) hours without a duty break. Nothing in this paragraph shall relieve pilots of their responsibilities for load security.

5.18 The Company shall not assign a flight crew member and no flight crew member may accept assignment for duty unless that assignment provides for at least ten (10) consecutive hours of duty free rest during the twenty-four (24) hour period preceding the planned completion of the assignment.

5.19 Time spent in transportation, not local in character, that the Company requires of a pilot and provides to transport the pilot to an airport at which to serve as a pilot or from an airport at which relieved from duty for return to home station, is not considered part of a rest period.

5.20 The Company is required to provide a pilot a total of ten (10) days off plus Federal holidays or a day in lieu of a holiday, free of duty each month at the pilot's domicile (EXCEPTION: See Paragraph 28 of this section). At least eight (8) of these days must be scheduled off per month. Should the Company fail to provide the required days off during any calendar month, the remaining days off will be provided in the following two months.

5.21 No pilot shall be scheduled for, nor perform, any duty as a flight crewmember for more than six (6) consecutive days, without at least one (1) duty free consecutive twenty-four (24) hour period off. The Company will make every attempt to schedule this twenty-four hour duty-free period as a calendar day. A pilot may be scheduled for duty in excess of six consecutive days only for non-flight duties consisting of commercial travel, deadhead travel on a Company aircraft, or attendance at a training course. If a pilot has been scheduled for duty in excess of six consecutive days under the provisions of this paragraph, he will be provided with at least one duty free day prior to further assignment as a flight crewmember. However, the Company may schedule a pilot for training exceeding seven (7) consecutive days without a day off, if the Company receives the consent of the Association, which consent will not be unreasonably withheld.

5.22 The Company will not schedule a pilot for more than thirty (30) RONS per calendar quarter unless the pilot agrees.

5.23 Every month the Company shall provide each pilot with at least three pre-scheduled periods consisting of two (2) consecutive days off from work. In scheduling the "2-in-30", the following provisions will apply:

1. In the sixty-one (61) to ninety (90) day future period, pilots may select their "2-in-30" periods on a first-come, first-served basis subject to the Company's pilot availability requirements.
2. In the thirty-one (31) to sixty (60) day future period, pilots may select their "2-in-30" periods subject to concurrence of the Company. If pilots do not select periods, the Company will assign them.
3. In the period from one (1) to thirty (30) days in the future, "2-in-30" periods may not be rescheduled by the pilot, except as provided for in Paragraph 6 of the Scheduling Section, or by mutual agreement between the Company and the pilot.
4. Holidays not included within a "2-in-30" are not automatically days off.
5. If a "2-in-30" spans two months, it may be credited toward either month, but not both.
6. In the event a pilot does not receive three (3) sets of two (2) consecutive days off in a month, the Company will schedule missing two (2) day period(s) during the following month.
7. "2-in-30s" may be combined. "2-in-30s" so combined shall not become or be treated as 4-in-30s or 6-in-30s.

5.24 A pilot may request any "2-in-30" to start on any day of the week. When the Company is allowed to assign an "2-in-30", that period may be scheduled to start on any day of the week without pilot concurrence.

5.25 The Company will change a "2-in-30" within five (5) days prior to its beginning only in case of unknown and/or unanticipated events.

5.26 The Company may, pursuant to Section 5.29, recall for duty a pilot on any "2-in-30." A pilot so recalled shall receive an override equal one day's pay. This paragraph applies only to pilots recalled from an "2-in-30", and not to pilots whose "2-in-30s" are rescheduled or canceled before commencing. A "2-in-30" will not be rescheduled and the day(s) for which a pilot receives an override pursuant to this paragraph will be deducted from the days off entitled to in Section 5.20.

5.27 For any trip that requires a period of six (6) to eight (8) consecutive days away from domicile, one (1) day off, free of duty, shall be given to the pilot at domicile before being assigned another trip. More than eight (8) consecutive days away

from the pilot's domicile shall require a minimum of two (2) days off, free of duty, at domicile, one of which will immediately follow the trip and the other prior to being assigned to another overnight trip.

5.28 In calendar months in which a pilot is away from domicile at contract training, the following provisions shall apply:

1. For each full seven (7) day period within a calendar month, the Company may deduct one calendar day from a pilot's required days off in that calendar month.
2. Required days off in domicile not provided because of the requirements of contract training shall be provided at the convenience of the Company within ninety (90) days of the pilot's return to domicile at the completion of contract training.
3. In no calendar month after return from contract training may a pilot be provided less than ten (10) days plus Federal holidays (or day in lieu of a holiday) free of duty until the days off not received because of training have been provided.
4. When a pilot accept contract training, the Company may provide days off in the preceding month in excess of the required days off, and these excess days shall count toward the days off required during the month in which contract training takes place.

5.29 When there is no reserve pilot available to cover unanticipated flying, the Company may assign the unanticipated flying to a qualified pilot or pilots in inverse seniority order if no qualified pilot voluntarily accepts such assignment. Only if no pilot, not on a 2-in-30, is available for assignment in inverse seniority order, may pilots on 2-in-30s be recalled. Pilots on 2-in-30s shall be recalled in inverse order of seniority.

5.30 An off period would normally commence at midnight. Should an unforeseen delay result in duty time being extended beyond midnight until 0100, an assigned day off or previously notified four (4) days or three (3) days or two (2) days off remains valid for the day the extended duty beyond midnight occurs. While on an RON, should scheduled duty time commence after motel/hotel check-out time, the Company shall recognize duty time commencing two hours after check-out time or shall pay late check-out fees in addition to normal per diem. It shall be the Company's decision which option to take.

SECTION 6 SCHEDULING

- 6.1 The Company will publish and post schedules which show various periods of consecutive days off in time to meet the deadlines established in the Section on Hours of Service.
- 6.2 The Company will publish and post schedules which show vacation periods in time to meet the deadlines established in the Section on Vacation.
- 6.3 The Company will maintain a scheduling book that shows duty assignments for the period of at least the next fourteen calendar days. However, it is understood and agreed that this schedule will change as events dictate for unknown or unanticipated circumstances. For the purposes of this schedule, known duty assignments shall include but are not limited to the following:
1. Aircraft assignments
 2. Standby assignments
 3. Reserve assignments
 4. Known ground schools
 5. Days off
- 6.4 The schedules referred to in this section may be combined into one document at the Company's discretion.
- 6.5 Pilots will ascertain what their assignments are and will serve as assigned in accordance with the provisions of this Agreement. The process of ascertaining assignments is not considered an assignment itself nor does it initiate duty. Assignments will be posted on the Company's pilot assignment voice mail system by approximately 1700 local time each day. Pilots, including pilots on reserve, will contact this voice mail system for duty assignments daily and will leave their names as confirmation of acceptance of the assignment. Discussion of assignments with Company personnel prior to the posting of the next day's schedule in the Company's voice mail system does not relieve pilots of their responsibility for contacting the voice mail system. Pilots on approved leave status, including "x in 30" need not call in accordance with these procedures until the evening of the last day of approved leave.
- 6.6 Schedule "trading" between pilots shall be permitted with the concurrence of the Company, provided such trading does not conflict with scheduled rest periods, maximum duty times, or scheduled days free from duty.

6.7 When the Company assigns standby duty, the following provisions will apply:

1. The Company will schedule the pilot as to the equipment for which the pilot is on standby.
2. It is intended that notification of duty assignment shall be given in such a manner as to minimize interruption of the normal sleep cycle.
3. When the Company does not require standby duty to be performed at an airport, the pilot will not be required to report for a flight in less than one (1) hour.
4. All standby time will be logged as duty time.

6.8 All pilots shall be given preliminary notification on or about the first of the month, but not less than one (1) week later, when scheduled for any required flight checks in that month, except line checks. They will also be notified one day prior to the flight check. Such notice shall include the aircraft and type of training or check involved. Such notice may be waived by mutual consent.

6.9 Reserve Assignments. The provisions of this paragraph apply only to operations under unusual circumstances.

1. A scheduled reserve day will commence at 1700 hours and will terminate at 1700 hours on the following day. If possible, a pilot scheduled for reserve will not be scheduled for more than three (3) successive days. A Pilot scheduled for reserve shall not be scheduled for more than six (6) consecutive days.
2. The Company will provide a permanently assigned pager or cell phone to each pilot subject to reserve duty. A pilot on reserve must be available via the Company provided pager or cell phone at all times while on reserve duty, and the reserve pilot must also provide the Company with alternative phone numbers for use in case of failure of the primary notification system. A pager or cell phone call made to the reserve pilot during reserve duty for the purpose of testing the reserve notification system will not be considered an interruption of reserve duty.
3. A pilot on reserve duty must report in time to launch the aircraft within two (2) hours following notification of the assignment, provided notification is received during normal office hours of 0800 to 1600 weekdays, inclusive. Otherwise the pilot will report in time to launch within four (4) hours following the pilots notification of the assignment.

Intent: "Notification", as used in Section 6.9., includes direct communication with the pilot and/or a voicemail or pager message.

4. Duty hours for a reserve pilot will commence at the time the pilot reports for a flight assignment. A scheduled reserve period during which a pilot performs no flying will not count as a day off for purposes of the monthly minimum days off set forth in Section 5.20.
5. The available duty time for a reserve pilot called to duty will be calculated in accordance with the following table:

Number of Hours Notification

Prior to Report Time Maximum Scheduled Duty Period

10 hours or more	Maximum Scheduled Duty Period
8 or more but less than 10	No more than 12 hours
6 or more but less than 8	No more than 10 hours
Less than 6 hours	No more than 8 hours

SECTION 7 VACATION

- 7.1 Pilots shall receive paid vacations as provided in this section.
- 7.2 The Company's vacation accrual period corresponds to the DOE contract year and runs from May 1st through April 30th. Except as may be otherwise approved by the Company, no pilot shall be eligible for vacation leave within the first year of employment. Thereafter, each pilot shall be entitled to vacation with pay in accordance with the following schedule:

Continuous Active Service

With the Company

Annual Vacation Accrued

Less than 5 years

10 work days maximum
(5/6 days per month)

5 years but less than 10

15 work days maximum
(1 ¼ days per month)

10 years but less than 15

20 work days maximum
(1 2/3 days per month)

15 years or more

20 work days plus one additional work day for each year of full time continuous employment in excess of 15 years to a maximum total of 25 days of vacation per year.

- 7.3.1. As of April 30, 2006, all accrued vacation in excess of twenty (20) days (160 hours) must be used or cashed-out.
- 7.3.2. Except as provided in Section 7.3.3., after April 30, 2006, all accrued vacation in excess of twenty (20) days (160 hours) must be used prior to December 31 of each calendar year; no more than twenty (20) days may be carried over from one calendar year to the next.
- 7.3.3. With the written approval of the General Manager, a pilot may carry-over from calendar year to calendar year more than twenty (20) days of accrued vacation if, due to Company requirements, a pilot's vacation days are canceled and are not

rescheduled by mutual agreement between the pilot and the Company prior to the end of any calendar year.

7.3.4. At the end of the then-existing DOE contract any unused vacation days will be subject to Section 7.11. of this Agreement.

7.4 In the event of furlough, termination of service by retirement, termination by the Company, voluntary resignation with notice (two weeks) or on account of inability to maintain physical qualifications, a pilot who has earned but not used vacation will receive payment for unused vacation leave accrued at the time of termination. When terminating employees receive pay for accrued but unused vacation, they shall be paid for the number of vacation hours accrued in a lump sum. Such payment may be withheld to compensate the Company for any outstanding financial obligations the employee may owe.

7.5 Vacation requests will be awarded on a first come-first served basis, subject to the approval of the Director, Operation and based on the needs of the Company. In order to schedule vacation, a pilot must complete an Absence Report (Form RA101) and have it approved by the Director, Operations at least sixty (60) days prior to the desired vacation time. Forms may be obtained from the Director, Operations or the Accounting Department. Seniority shall not prevail in awarding vacation except if two or more vacation requests are submitted on the same day for the same time period. When a vacation period is assigned, it shall not be changed except by mutual agreement between the Company and the pilot, unless the needs of the service require otherwise.

7.6 It is desirable that vacation be taken in one-week segments which may include segments composed of vacation and "2-in-30" portions. At the discretion of the Company, one-day vacation periods may be approved subject to the needs of the service of the Company. If a holiday falls in a vacation week period, it shall not be charged as a day of vacation. A pilot taking a vacation shall be entitled to scheduled off days before, after or during any vacation work days taken. Holidays immediately before or immediately following a vacation period will be included in the vacation period, but not charged as vacation days.

7.7 Vacation pay shall be paid at the pilot's current rate of pay at the time of vacation.

7.8 Approval or disapproval of a vacation request will be given thirty days or more prior to the date requested, provided the original request was submitted at least ten days prior to the thirty day period. Vacation periods requiring earlier approval will be handled on a case-by-case basis.

7.9 In the event a vacation leave is canceled by the Company, deposits made on the strength of prior leave approval shall be reimbursable to the point of proof of loss

actually incurred, except that this does not apply to vacation periods of less than four consecutive days. The pilot shall exercise best efforts to secure refund(s) without involvement by the Company. In no event will the Company be obligated to reimburse the pilot for deposits made prior to approval of vacations. The Company may resort to whatever means available to recover such deposits.

- 7.10 Accrued vacation leave may be used to supplement disability income from Company or State-sponsored disability insurance benefits. However, the combined income may not exceed the pilot's regular salary.
- 7.11 There are special procedures for handling vacation at the end of the DOE contract. All accrued vacation on the books at the termination of a contract with the Department of Energy (or successor agency) will be paid out to employees in a lump sum; however, each employee will be credited with an equivalent amount of unpaid vacation leave that will be administered in the same manner as paid vacation leave. For example, an employee with 45 hours of vacation leave at the end of the DOE contract, will be paid for 45 hours at his current rate of pay under the terminating DOE contract and will be credited with 45 hours of unpaid vacation leave in the new DOE contract. Unpaid vacation leave, as described above, will not count as an occurrence under the Company's Absence Policy.

SECTION 8 TRAVEL EXPENSE

8.1 A pilot's per diem (lodging and meals and incidental expense allowances) shall be paid in accordance with the U.S. Government's Federal Travel Regulations, Chapter 1, Travel Allowances, published by the General Services administration. It is agreed that these regulations and their application to Ross Aviation may be changed from time to time by the U.S. Government provided that, if any such change results in per diem which is insufficient to cover reasonably normal expenses for a trip, then the Company will provide actual reasonable reimbursement upon presentation of receipts.

8.2 For computing per diem allowances, official travel begins:

- (1) For departures from, and/or returns to, the Company facility/hangar, at the scheduled report time and ends at the block in time plus thirty minutes. Any delays that significantly exceed thirty minutes must be explained on the Expense Report.
- (2) For all other departures/returns, at the time an employee leaves his/her home and ends when the traveler returns to his/her home at the conclusion of the trip.
- (3) Unusual circumstances will be handled on a case-by-case basis.

A pilot transiting a home domicile without a rest period will not have a break in per diem. If duties other than travel are performed prior to or after return from travel, then per diem times will start prior to show time or end after return to hangar time by an amount of time equal to normal home to hangar transportation time. Duty time is not affected by this section.

8.3 Pilots away from their domicile who are awaiting their next flight, and who have been on duty for more than three (3) hours without a duty break, or who anticipate a period exceeding four (4) hours or more without a duty break, and who can stay on schedule without creating a delay, will be compensated for transportation to secure a meal. If an aircraft is scheduled for at least six hours of ground time at any stop and a hotel room is prearranged by the Company for each pilot, a pilot may secure hotel accommodations at Company expense. Reimbursement will be for actual reasonable hotel and transportation expenses.

- 8.4 When transportation is not made available, pilots shall be allowed reasonable expenses used to obtain suitable transportation for lodging and meals. Rental cars are not automatically considered suitable transportation. The use of courtesy cars first and limos or taxi cabs second, must be exhausted before a rental car may be procured. Prior approval of rental cars must be obtained if reimbursement is requested.
- 8.5 The Company will provide two designated pilots with a copy of the current Federal Travel Regulations (FTRs) and will place one additional copy in the Flight Planning Room.

SECTION 9 SENIORITY

- 9.1 Seniority shall begin to accrue from the date the pilot is first employed by the Company as an Air Line Pilot. It shall continue to accrue during such period of employment except as otherwise provided in this Agreement.
- 9.2 When two or more pilots are employed on the same date, they shall be placed on the seniority list according to their ages; i.e., the oldest pilot shall receive the lowest seniority number.
- 9.3 Seniority shall govern all pilots in case of promotion or demotion, their choices of vacancies if applicable, their assignment, reassignments due to expansion or reduction in requirements, their retention or furlough in case of reduction in force, and their recall after furlough, provided that each pilot at the time of recall meets the qualification requirements for the position to which recalled and provided that the provisions of Paragraphs 4 and 5 of this section are complied with.
- 9.4 In addition to the general provisions concerning seniority set forth in Paragraph 3 of this section, promotion by seniority is hereby modified as follows:
1. A pilot who has sufficient seniority to be offered a promotion may refuse to accept that promotion without adjustment of seniority.
 2. If all pilots that are entitled by their qualifications and seniority to fill a vacancy refuse such promotion or transfer, then the Company may fill vacancies by requiring a sufficient number of pilots, most junior, system-wide, to fill the vacancy
 3. If the Company acquires an additional aircraft of a different make or model in an existing pay category, then the Company may fill pilot positions in that aircraft through promotion only.
 4. Except for reductions in force or schedules or at Company discretion, pilots may not transfer to positions commanding lower pay.
- 9.5 Except for military leave or a period of absence due to sickness or injury arising out of and in the course of active duty with the Company, when a pilot is not available in excess of thirty (30) days for or actually on assignment for the Company, the pilot ceases to accrue longevity of active service for purposes of pay grade, vacation and sick leave advancement and accrual.
1. Pilots returning from a period of more than thirty (30) days non-availability (except for military leave) shall return to their former position, provided their seniority is sufficient to hold such position.

2. If during such a period of unavailability a pilot junior in seniority is promoted and bypasses the affected pilot, then when the affected pilot returns to availability, the pilot will be offered the next available promotion opportunity to the assignment for which the pilot was bypassed, provided the pilot is next most senior.
3. Upon successful completion of training and assignment to the new position, such pilot may be considered junior to the bypassing pilot for pilot in command purposes until the pilot has accumulated up to one hundred fifty (150) flight hours in the new assignment.

It is agreed and accepted that neither salary nor vacation nor sick leave shall be earned during such periods of non-availability. It is further agreed and accepted that the provisions of this paragraph may cause inversions between pay levels and pilot in command status.

- 9.6 Any pilot once having established a seniority status hereunder shall not lose that status except as provided in this Agreement.
- 9.7 The Company shall post the Pilots' System Seniority List on a bulletin board at all stations where pilots are based. Said list shall contain the names of all pilots entitled to seniority, whether active or inactive, the date of employment and the seniority position of each pilot. Said list shall be brought up to date as of January 1 of each year and as changes occur.
- 9.8 All pilots shall be listed on the Pilots' System Seniority List and each pilot shall be permitted a period of thirty (30) days after the posting of each list in which to protest in writing to the Company any omission or incorrect positioning affecting said pilot's seniority. Pilots on sick leave, leave of absence, or furlough, shall be sent a current copy of the Pilots' System Seniority List which shall be returned to the Company within thirty (30) days of receipt signifying a protest or certification of correctness. A pilot may protest a subsequent Pilots' System Seniority List only if it varies from the one immediately preceding it, except when such a list is later changed because of the filing of a subsequent protest or protests by any pilot or pilots on said list, in which case the pilot shall be permitted to file an additional protest.
- 9.9 A pilot covered by this Agreement shall lose seniority status and said pilot's name shall be removed from the Pilots' System Seniority List under the following conditions:
 1. Resignation.
 2. Discharge for just cause subject to the provisions of the Sections covering Grievances and Pilot's Arbitration Board.

3. Permanent loss of security clearance.
 4. After being furloughed due to reduction in force, the pilot fails to file an address with the Company whenever that address changes from the one currently on file.
 5. Failure to return from an authorized leave of absence.
 6. If the pilot has been off the payroll for two (2) years or longer, unless the pilot is on an authorized leave of absence or absent for reasons otherwise covered by this Agreement.
 7. Retirement.
- 9.10 The Pilots' System Seniority List in effect at the signing of this document shall be considered the original seniority list.

SECTION 10

TRAINING

- 10.1 Training activities, including required self study, should not be scheduled to exceed ten (10) hours duty time, but in no case will they exceed twelve and a half (12.5) hours of duty time. Flight simulator training will not exceed one training period per calendar day. (The training period is defined as the Contractor's normal simulator period). A pilot may leave the simulator cockpit as necessary for physiological needs. Aircraft and flight simulator training will not exceed eight (8) hours.
- 10.2 When a pilot fails to checkout in a different aircraft, the following procedures will apply:
1. The pilot shall be given a minimum of two (2) hours of training as necessary, or more time if deemed appropriate by the Company. At the end of such additional training, if recommended for a proficiency check, the pilot shall be scheduled for a second opportunity to checkout.
 2. If the pilot again fails to checkout, the pilot will be given two hours of additional training. At the end of this training, if recommended for a proficiency check, the pilot will be scheduled for a third opportunity to checkout.
 3. If the pilot is still unable to checkout, the pilot shall be dealt with as circumstances indicate at the sole discretion of the Company. Training requirements shall be accomplished within the time limits prescribed in the contract between the Company and its contractors.
- 10.3 A pilot who fails to demonstrate the required degree of proficiency on any recurrent check shall be dealt with as follows:
1. The pilot shall be given a minimum of two (2) hours of training as necessary or more time if deemed appropriate by the Company after which the pilot will, if recommended, be given an additional check.
 2. If the pilot again fails to demonstrate the required degree of proficiency, the pilot will be given two hours of additional training. At the end of this training, if recommended the pilot will be scheduled for a third check.
 3. If a pilot is not recommended for, or fails, the third check, the pilot shall be treated as the circumstances indicate at the sole discretion of the Company.
- 10.4 Failure of a required check means failure of any of the following: (1) oral evaluation; (2) simulator or training device check; (3) to be recommended for an

oral evaluation or any checkride; or (4) any flight check in an aircraft.

- 10.5 During pilot training and checkouts, including six (6) month proficiency check flights, not more than two (2) pilot trainees will be on the flight deck of an aircraft at any one time. If there are more than (2) pilot trainees on board the aircraft, pilot trainees not on the flight deck will not be required to be on board during training for more than one (1) hour, unless there is an intervening ground time of one (1) hours before any such pilot assumes a flight deck position.
- 10.6 Any checks not given by the FAA (including designated flight examiners) may be given by a Company designated Check Airman.
- 10.7 At the conclusion of the debriefing period following a proficiency or route check, including each simulator session involved in a proficiency check or route check, the Check Pilot will provide a copy of the check form, signed by both parties, to the pilot being checked.
- 10.8 Simulator training will be conducted as follows:
 1. Pilots shall be scheduled for and given training in turbo-prop aircraft simulators at the Company's discretion.
 2. Pilots assigned to DC-9 aircraft shall receive simulator and Cockpit Procedures Training (CPT) initial checkout and six (6) month recurrency training by an air carrier school or a full-time flight school at that school's facility.
 3. Simulator training for any other type of jet equipment shall be subject to negotiation at the time of acquisition of such equipment.
- 10.9 In the event new type of equipment is placed into service, the Company will be responsible for and will bear all expenses of pilot training and checkout. The Company shall supply all required manuals and the revision service for such manuals. The pilots will be notified of any manual revisions received by the Company. The Company will maintain the manuals and all current revisions of Company operated aircraft in a central library accessible to the pilots.
- 10.10 When a pilot checks out in equipment over 12,500 pounds, the pilot may be required by the Company to serve as a pilot on that equipment for a minimum of two (2) years from the date of such qualification.
- 10.11 All pilots requiring type ratings shall be given reasonable training by the Company, at no expense to the pilot, in obtaining such ratings, and shall be furnished Company aircraft for the required FAA flight check.

- 10.12 All pilots will be notified in writing as far in advance as possible, but in no case less than fifteen (15) calendar days prior to being scheduled to receive extended training for five (5) days or more.
- 10.13 Pilots will not be required to remain current in more than two (2) aircraft (one (1) jet aircraft and one (1) turbo-prop aircraft or two (2) turbo-prop aircraft). Exception: DC-9 Captains will not be required to remain current in more than the DC-9 aircraft. Administrative pilots are exempt from the provisions of this paragraph.
- 10.14 All Check rides will be given by qualified Check Airmen.
- 10.15 A pilot in training who fails an oral examination or checkride, fails to be recommended for a checkride, or whose instructor is unsatisfactory, may request one different checkairman and/or one different instructor pilot. If the pilot's request to the training facility is denied, the Company will make a reasonable effort to see that the change is made.

SECTION 11

PHYSICAL STANDARDS

- 11.1 The physical standards required of a pilot shall be the standards established by the Federal Aviation Administration for a First Class Physical, including waiver and exemption policy. In the event a pilot possesses a disability, the Company reserves the right to require the pilot concerned to demonstrate capability.
- 11.2 The Company may require a pilot to take a physical examination in addition to the one required by the FAA. The purpose of this exam is to determine physical fitness as specified for a Class 1 physical. The doctor's report to the Company will be limited to "fit for flight" or "unfit for flight". Details of this physical will be privileged. Any dispute concerning the physical fitness of a pilot covered by this collective bargaining agreement shall be settled by a physical examination performed by an FAA Senior Aviation Medical Examiner. The Company will reimburse pilots for the physical examinations required by this paragraph. If additional testing becomes necessary as a result of Company initiated exams, the Company will reimburse the pilot for the added expense at the time of this one physical only.
- 11.3 In addition to reimbursements provided in Paragraph 2 of this section, the Company will reimburse pilots for the FAA required basic physical examination (including electrocardiogram when required by the FAA). Any additional testing beyond the basic examination which may be required by the FAA will be reimbursed only for actual costs not to exceed twice the cost of the basic examination each six month period.
- 11.4 When, and if, a drug testing program is required by applicable law or regulation, the parties agree that they will undertake all steps necessary (including negotiation, where applicable) to implement such program. Such program will not be implemented prior to the effectiveness of such law or regulation for the Company. This provision shall not foreclose the Association's right to undertake legal challenges to such law or regulation even if such challenge delays effectiveness of such law or regulation.

SECTION 12

SICK LEAVE

- 12.1 Pilots shall earn one (1) day of paid sick leave credit for each month of active employment with the Company. Sick leave shall not accrue during a period of nonactive service greater than thirty (30) calendar days. Weekends and holidays shall not be charged as sick leave, unless they were scheduled as flight duty prior to a pilot's calling in sick, in which case they will be charged. Unused sick leave credit shall be carried forward.
- 12.2 Earned but unused sick leave credits shall not be allowed or paid for in the event of furlough, retirement or termination of employment, whether voluntary or involuntary.
- 12.3 Any pilot who calls in sick must keep the Company informed as to duty availability no later than 1500 hours on the business day prior to being fit for assignment. If the Company is not informed, then the next business day will be considered another sick day. If a pilot calls in well on a non business day and the Company gives the pilot an assignment, then the day of assignment and subsequent days will not be sick days.
- 12.4 All pilots absent for illness or injury, regardless of duration, must, upon return, submit a completed absence form supplied by the Company. When a pilot is absent for more than two (2) consecutive days, the Company may, at its discretion, require a doctor's certificate. The purpose of this certificate is to determine physical fitness for flight and the details of the report will remain privileged.
- 12.5 The Company shall provide to pilots at least quarterly a written statement of sick leave accrued to date.
- 12.6 "SICK LEAVE" is a paid day for personal illness and/or injury and is not considered as a day off, provided the period of illness does not exceed five (5) consecutive days. When the pilot returns from illnesses of six (6) consecutive days or more, they are considered to have had a day off for the requirement of one (1) in seven (7).
- 12.7 After a pilot calls in sick, the pilot may, if fit for ground duty, request such assignment from the Company official authorized to approve such request. If the Company assigns such ground duty to the pilot, the pilot will not be charged with a sick day.

SECTION 13
LEAVES OF ABSENCE

- 13.1 When the requirements of the service will permit, a pilot may be granted a leave of absence without pay of sixty (60) days for any reason deemed adequate by the Company. A leave of absence may be extended by mutual agreement between the pilot and the Company.
- 13.2 Leaves of absence without pay will be granted to pilots for Association (ALPA) business up to a total of ten (10) pilot days per year. Provided the needs of the service permit, such leaves may total fourteen (14) days in years when Association Board of Directors meetings are held (every other year).
- 13.3 A pilot on leave of absence shall not, without prior written permission of the Company, engage in aviation employment, and in no case shall the pilot engage in employment which may bring discredit upon the Company.
- 13.4 The Company agrees to follow national law on all military leaves.
- 13.5 A pilot ceases to accrue longevity of active service for purposes of pay grade and vacation advancement and accrual during any leave of absence except:
1. When the leave is to permit attendance as a representative of the pilot group at conferences with the Company.
 2. When the leave is granted pursuant to Paragraph 2 of this section.
 3. When the leave is granted because of injury arising out of and in the course of employment with the Company.
 4. During the first thirty (30) days of a leave granted for sickness or injury sustained off duty
 5. Military leaves.
 6. When the leave is granted as a Personal Leave of Absence not to exceed fifteen (15) days.
- 13.6 A pilot who becomes disabled by illness or injury shall have two (2) years in which to return to work. Failure to return to work within the prescribed time shall cause the pilot to be terminated.
- 13.7 If up to two pilots on the ALPA Central Safety Committee request a leave of absence in order to participate or assist in an FAA and/or NTSB accident investigation, the Company will grant one or both a leave of absence if reasonably

possible. The duration of any leave of absence that is granted will be subject to the needs of the Company, but not more than 90 days. ALPA will be responsible for such pilots' compensation, expenses and per diem. The pilot(s) will continue to accrue longevity and seniority during such leave of absence. The Company will, if reasonably possible, provide such pilots priority for space-available air transportation.

SECTION 14

FURLOUGH

- 14.1 1. A pilot who is to be furloughed shall be notified in writing, by registered mail, return receipt requested, thirty (30) days in advance of furlough date. The date of notification shall be the postmarked date on the notification letter. A pilot shall remain on the payroll for thirty (30) days following notification of furlough. During the thirty (30) day period, the pilot may, at the option of the Company, be utilized for flying duty or take accrued vacation. Vacation accrued and not yet taken at the end of the thirty (30) day notification period shall be paid in a lump sum at the beginning of furlough.
2. For the purpose of this paragraph, the provisions of Paragraph 6 of this section shall not be considered to break a pilot's continuous service.
3. During a period of furlough, an affected pilot ceases to accrue longevity of active service for purposes of pay grade and vacation advancement and accrual. A pilot shall maintain and continue to accrue seniority during a furlough.
- 14.2 A pilot who is recalled from furlough and is assigned a different pilot domicile than the one to which assigned at the time of layoff will be considered as moving at the Company's request in accordance with the Section on Authorized Moves. Moving expenses will not exceed that which would be incurred for moving such pilot from the base at which the pilot was assigned at the time of furlough.
- 14.3 A pilot who has been furloughed shall, within seven (7) days, advise the Company in writing of any change of address and/or telephone number. The Company shall acknowledge receipt of such in writing within seven (7) days.
- 14.4 A pilot shall be notified of recall by the Company by means of registered mail, return receipt requested, to the last address filed with the Company. A pilot shall not be entitled to recall rights if:
1. There is no compliance with Paragraph 3 of this section; or
 2. The pilot does not notify the Company of intent to return to the service of the Company within three (3) days of the date of the pilot's personal receipt of the registered letter, but in no event more than twenty (20) days from the date of mailing; or
 3. The pilot does not return to the service of the Company on or before the date specified in the letter offering reemployment, which date shall not be less than thirty (30) days after date of mailing of said notice to return.

The Company may extend the period of recall rights when it deems such action to be justified for unusual circumstances.

14.5 A pilot shall lose all recall rights at the end of two (2) years from the date of last furlough.

14.6 The provisions of this section shall not apply if the furlough is caused by a strike or picketing on the Company premises, by a natural catastrophe, national war emergency, a revocation of the Company's operating certificate, loss of the Company's contract with the Government or the grounding of the Company's aircraft by Government order. In the event of a strike, resulting in furlough, a pilot shall be allowed the option of continuing insurance coverage. The pilot shall be responsible for remitting the cost of this coverage at the current group rates in accordance with the appropriate Company policy.

SECTION 15
RETIREMENT AND INSURANCE

- 15.1 The Company maintains Group Medical, Dental, Life and Disability insurance for all pilots. Premium costs for Group Medical and Dental Insurance coverage will be shared between the Company and the pilot as follows:

	Company	Employee Without Dependent Coverage
Effective 02/20/97	80%	20%

	Company	Employee With Dependent Coverage
Effective 02/20/97	80%	20%

- 15.2 It is understood and agreed that the pension plan and the health/life insurance program set forth in Paragraph 2 of this section are not subject to negotiation between the Company and the Association, except as provided in the Section on Applicable Policies.
- 15.3 In addition to the health/life insurance program, the Company will maintain an employee contributory retirement plan under Section 401(k), and will continue to provide an employer matching contribution to the 401(k) plan at a level of no less than that existing on the date of execution of this Agreement. Pilots covered by this Agreement shall be granted the benefits of this plan in accordance with principles established by law and the Company, provided that it is not subject to negotiation nor to the Section on Applicable Policies.

SECTION 16
APPLICABLE POLICIES

16.1 Except as otherwise provided in this Agreement, employees covered by this Agreement shall be granted the benefits (such as insurance worker's compensation, etc.) afforded other employees as set forth in the Company's Employee Handbook.

16.2 It is agreed that these policies may be modified or changed from time to time at the discretion of the Company and are not subject to negotiation. Notwithstanding the foregoing, the Company shall not eliminate health insurance coverage. The Company may, however, provide health insurance coverage through another insurance carrier provided that the pilots and the Association shall be accorded active participation and full consultation rights in the consideration of alternative carriers, the selection of an appropriate substitute carrier, and terms and conditions of coverage.

16.3 With regard to the health insurance policy, it is agreed that the deductible and stop loss provisions of the program may be adjusted, provided that the Company will not make changes in excess of those referenced below, even though the insurance policy may be enhanced or improved as a whole, without having met and conferred with the Association over such changes.

Deductible: 100% change from present level (\$250)

Stop Loss: 50% from present level (\$1500)

16.4 Employees covered by this Agreement shall also be accorded the benefits of any other policies established hereafter by the Company for any other salaried employees, excluding Company Directors, in comparable salary ranges.

16.5 Any employee believing these policies have been applied unfairly may discuss the question with designated Company representatives. If the problem is not resolved, the Association may discuss the subject with the General Manager or designated representative.

16.6 This section is not to be considered as a limitation on the applicability of other provisions in the Employee Handbook to employees covered by this Agreement, nor should it be construed to automatically include such provisions of the handbook.

SECTION 17
COMPANY RULES AND REGULATIONS

- 17.1 The Company has the right to promulgate and enforce reasonable rules and regulations in order to ensure orderly and safe operations.
- 17.2 Subject to the provisions of this Contract, the Company shall have the right to hire, promote, demote, discharge or suspend for cause, and to furlough pilots at its discretion. A pilot shall not be disciplined, discharged or suspended from the Company without notification in writing. All disciplinary actions are subject to the Grievance Procedure and the Pilot's Arbitration Board.
- 17.3 No person sixty (60) years of age or older shall be assigned to fly an aircraft unless two pilots are assigned to the flight.
- 17.4 Upon reaching an age that bars a crewmember from operating under Part 121 of the FARs, any pilot assigned to an aircraft that operates under Part 121 of the Federal Aviation Regulations (FARs) (e.g., DC-9) shall automatically be displaced from that position and given an opportunity to bid into another aircraft type that does not operate under Part 121 of the FARs.
- 17.5 If a pilot position is not available in a non-Part 121 aircraft, that pilot shall remain in his current position until an opening becomes available in a non-Part 121 aircraft.

SECTION 18
TRANSFER TO NON-FLYING OR ADMINISTRATIVE DUTY

- 18.1 A pilot who accepts a transfer to non-flying or administrative duty shall continue to accrue seniority, provided that such pilot maintains at all times an ATP rating or such rating which was held at the time of transfer.
- 18.2 When a pilot accepts a transfer to non-flying or administrative duty on account of sickness or injury, or becomes sick or injured while on such non-flying or administrative duty, the pilot shall retain seniority during such period of sickness or injury whether or not said pilot is able to maintain the airline pilot certificate required for status, until the pilot is able to return to flying duty, or is found to be unfit for such duty for a continuous period of two (2) years. Return to flying duty after such period shall be subject to reasonable qualifying period not to exceed six (6) months.
- 18.3 When a pilot is released by the Company from non-flying or administrative duty, such pilot may exercise any accrued seniority under this Agreement.
- 18.4 If the Company furloughs any Line Pilot, no Administrative Pilot will fly a revenue flight normally assigned to a Line Pilot during the period of such furlough. The exceptions to this limitation are: (i) The Chief Pilot, the Director of Safety and the Director of Operations shall each be permitted to fly no more than twenty-five (25) revenue block hours per month averaged over a three (3) month period. The twenty-five (25) hour limit may not be exceeded in two consecutive months, and; (2) for the purposes of this subsection, ten (10) hours for Captains and five (5) hours for Co-Pilots given during initial route checks shall not be deemed to be revenue hours.
- 18.5 Except for the Chief Pilot, all Administrative pilots will fly in their seniority positions on all revenue flights.

SECTION 19
AUTHORIZED MOVES

19.1 AUTHORIZED MOVES OF NEW AND TRANSFERRED EMPLOYEES, DEPENDENTS, AND HOUSEHOLD GOODS

1. GENERAL PROVISIONS RELATIVE TO RELOCATION COST REIMBURSEMENT

When transferred to a new location at the convenience of the Company, the employee will be authorized moving expenses as indicated below.

2. PRE-MOVE, HOUSEHUNTING TRIPS

A new or permanently transferred employee and spouse may be allowed one pre-move, house hunting trip to the location of the employee's assignment. Actual cost of transportation for the employee and spouse in accordance with established Company policy, and actual and reasonable subsistence expenses incurred by the new or permanently transferred employee and spouse shall be allowable costs. Reimbursement shall be limited to such expenses for a maximum of five (5) days and must be supported by receipts.

3. TRANSPORT OF HOUSEHOLD GOODS, STORAGE, AND INSURANCE

Reasonable costs of transporting household goods and personal effects, not to exceed 18,000 pounds, including packing, unpacking and insurance against damage to or loss of personal property while in transit are allowable. Actual costs of temporarily storing household effects upon arrival up to a maximum of thirty (30) days are also allowable. The costs of shipping privately owned motor vehicles, trailers, boats, lumber, heavy machinery, frozen foods, livestock (excluding common household pets) or other unusual items that require special handling or transport will not be allowed. The cost of moving a second car owned by the transferee shall be limited to the mileage allowance currently authorized by the Company.

4. TRANSPORTATION AND TEMPORARY LIVING EXPENSES

- a. Transportation expenses are authorized for new or permanently transferred employees and family from the old to the new permanent place of work by common carrier or a mileage allowance when a personal automobile is used. The allowable mileage reimbursement shall be the rate currently authorized by the Company.

- b. New or permanently transferred employees and their dependents, whether traveling together or separately, will be reimbursed for temporary living expenses during the actual time required to travel and relocate, not to exceed thirty (30) days (including the number of days involved in any pre-move househunting trip) and not to exceed one (1) day following completed delivery of household goods and personal effects to the employee's new residence, whichever is sooner. Actual reasonable lodging costs will be reimbursed, but not to exceed the fixed allowance for M&IE applicable to the location of the employee's assigned place of work as set forth in the Federal Travel Regulations for the employee. The employee's spouse and each dependent child twelve (12) years of age and over will be allowed up to two-thirds (2/3) of the employee's rate and one-half (1/2) of the employee's rate will be allowed for each dependent child under twelve (12) years of age. Daily expenses must be reported and receipts for lodging and laundry must be submitted with expense reports.

5. MISCELLANEOUS MOVING EXPENSES (Not applicable to new employees)

The Company will make a lump sum payment of \$1000 to an employee with dependents, and \$500 to an employee without dependents, to cover all miscellaneous moving expenses in connection with a permanent transfer. Such miscellaneous moving expenses include, but are not limited to, disconnecting and reconnecting household appliances and antennas, special utility charges, cutting, fitting and installing rugs and draperies removed and installed from the old location to new location, automobile registration, drivers license, use taxes and similar out-of-pocket moving expenses of a minor nature.

6. RESIDENCE SALES EXPENSE (Not applicable to new employees)

If permanently transferred employees sell their home (place of residence only) at their old location through a real estate agency or broker, the Company will reimburse them for the actual and reasonable cost of the following fees and chargers, to a maximum of ten percent (10%) of the sales price of their home:

- a. Real estate broker's commission; and
- b. Actual cost of legal fees, appraisal fees, points, Internal Revenue stamps, local transfer taxes, recording fees, deed preparation, title insurance policy, escrow or abstract fees and other closing fees.

If permanently transferred employees sell their home (place of residence only) through their own initiative and without the services of a real estate agency or broker, the Company may reimburse them in an amount equal to six percent (6%) of the sales price of their home. In such event, the six percent (6%) allowance is all-inclusive and no other costs associated with the sale of the home shall be reimbursed by the Company.

In no event will residence sales expense be reimbursed unless and until the relocation takes place. Authorized reimbursement connected with sale of a residence will be made only after relocation reimbursement is claimed at the new permanent location. Such reimbursement must be claimed by the transferee within six (6) months of the effective date of the transfer, unless otherwise approved by the Company.

7. RELOCATION COST REIMBURSED TO NEW EMPLOYEES

Where relocation costs incurred incident to recruitment of a new employee have been allowed either as an allowable direct or indirect cost, and the newly hired employee resigns for reasons within his or her control within twelve (12) months after hire, the employee shall be required to refund such relocation costs to the Company.

19.2 UNALLOWABLE RELOCATION COSTS

Relocation costs of the following types are unallowable whether incurred by the employee or by the employer:

1. Loss on sale of home;
2. Acquisition of a home in a new location (i.e., brokerage fees, legal fees, appraisal fees, etc.);
3. Continuing mortgage principal payments on residence being sold;
4. Payments for employee income taxes incident to reimbursed relocation costs.

19.3 ALTERNATE PAYMENT METHOD

When the Company is required to pay moving expenses, nothing in this section is intended to prevent the Company and a pilot from mutually agreeing to an amount to be paid to the pilot in lieu of the expenses set forth in Paragraph 1 of this section.

SECTION 20

GRIEVANCES

20.1 A grievance shall be defined as a dispute between the parties upon whom this Agreement is binding, arising after the execution of this Agreement, over the interpretation, application, or claimed violation of any of the express provisions of this Agreement.

20.2 Any pilot, or group of pilots, upon whom this Agreement is binding, who have completed the prescribed probationary period(s), or the Company, may file a grievance. Grievances concerning discipline and dismissal must be filed in writing by the aggrieved pilot(s) with the Company within fourteen (14) days after receiving notification of the discipline or dismissal in question. All other grievances must be filed in writing by the aggrieved pilot(s), or the Company, within sixty (60) days of the alleged occurrence to constitute proper and timely filing. Grievances not properly and timely filed will be barred from further action under this procedure.

20.3 Grievances properly and timely filed shall be processed in accordance with the following steps and conditions herein set forth:

(STEP 1): The grievance must first be discussed by the grieving pilot with an immediate supervisor or designated representative, within ten (10) days after said grievance is initially filed as set forth above, and the supervisor, or designated representative, must give a written answer within seventeen (17) days after the grievance has been filed as set forth above. If the decision made by the supervisor, or designated representative, is not appealed by the grieving pilot in Step 2 within seven (7) days after receipt of the written answer of the supervisor, or designated representative, the decision of the Company shall become final and binding.

(STEP 2): If the grievance is not settled in Step 1, it may be appealed and such appeal must be filed in writing with the General Manager within seven (7) days after receipt of the written answer by the immediate supervisor, or designated representative. The General Manager, or designated representative, shall discuss the appealed grievance within fourteen (14) days after receipt of the same with the grieving pilot, or group of pilots, who shall have the right to present witnesses and to be represented by another Company pilot of their choice, or by the Association. The decision of the General Manager, or designated representative, must be issued in writing to the grieving pilot, or group of pilots, within fourteen (14) days following the close of the discussion. If the grievance is not settled in Step 2, it may be appealed by the Association to the Arbitration Board as provided for in Section 21 provided such appeal is made within thirty (30) days from the date of receipt by the pilot of the decision of the General Manager or designated representative. If the decision made by the General

Manager or designated representative is not timely and properly appealed to the Arbitration Board as provided for in Section 21, the decision of the Company shall be final and binding. Grievances by the Company may be processed through the grievance procedure and shall be initiated in Step 2 by written statement thereof served by the Company upon the Association. Said grievance shall be discussed by the Association and the General Manager, or designated representative, within fourteen (14) days after receipt of the said grievance by the Association. The Association shall give its written answer to the grievance within ten (10) days after the close of the discussion. If the grievance is not settled in Step 2, the Company may appeal it to the Arbitration Board as provided for in Section 21 of this Agreement provided such appeal is made in writing to the Association by the Company within thirty (30) days from the date of receipt by the Company of the decision of the Association. Absent such a proper and timely appeal, the decision of the Association shall be final and binding.

20.4 General

1. All decisions as provided for in Sections 20 and 21 shall be included in the personnel record of the grieving pilot, and if the pilot is exonerated, such record shall explicitly show the pilot has been cleared of the charges.
 2. With respect to Sections 20 and 21, when it is mutually agreed, a stenographic record is to be taken of a hearing in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic record of a hearing shall be taken, any stenographic record taken at such hearing shall be furnished to the other party to the dispute upon request, provided the cost of such written record so requested shall be borne equally by both parties to the dispute.
 3. The Company shall provide "space available" transportation to the grievants traveling to and from location of hearings conducted pursuant to Section 20 and 21 if said hearings are held at other than the grievant's home base.
 4. The Company shall provide "space available" transportation to Company employee witnesses or to the pilot's employee representative to the place where the hearings are being held.
 5. Nothing in this Agreement shall extend the right of investigation and hearing to a pilot during the probationary period.
- 20.5 The Association requests that courtesy copies of Company written answers in Steps 1 and 2 be sent to the designated Association Field Office.

SECTION 21

ARBITRATION BOARD

- 21.1 There is hereby established an Arbitration Board for the purpose of adjusting and deciding grievances which are properly and timely appealed to it, which Board shall be known as the "Ross Aviation, Inc. Pilot's Arbitration Board", herein referred to as the "Board" or the "Arbitration Board".
- 21.2 The Board shall be composed of one member appointed by the Association, one member appointed by the Company, and a neutral arbitrator or chairman. Such appointees shall be known as "Arbitration Board Members".
- 21.3 The two members shall serve for one year from the date of their appointment or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board. If the parties cannot agree upon a neutral arbitrator within seven (7) days following the date a grievance is appealed to the Board, the parties will select a neutral arbitrator from the panel attached hereto as Appendix A. If the Company and the Association cannot agree on a method for selecting a neutral arbitrator from the panel, the parties will alternately strike names from the panel. The party requesting arbitration shall strike the first name and the last name not stricken shall be deemed the neutral arbitrator. The above procedure for selecting a neutral arbitrator shall be followed for each grievance appealed to the Board.
- 21.4 The Board shall have jurisdiction over grievances between any pilots covered by the Pilot's Agreement and the Company. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto.
- 21.5 The Board shall consider any grievance properly and timely submitted to it by the Association or by an Executive Officer of the Company in which the dispute originated when such dispute has not been previously settled in accordance with the items provided for in Section 20 of this Agreement.
- 21.6 The Board shall meet for consideration of any grievance timely and properly submitted to it for consideration. Such grievance shall set forth, in writing, the following:
1. Question or questions at issue.
 2. Statement of facts.
 3. Position of pilot or pilots.

4. Position of Company.

- 21.7 Pilots covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both.
- 21.8 A majority vote of all members of the Board shall be competent to make a decision.
- 21.9 Decisions of the Board in all grievances timely and properly referable to it shall be final and binding upon the parties hereto.
- 21.10 The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.
- 21.11 Each of the parties hereto will assume the compensation, travel expenses, and other expenses of the Board members selected by it and the cost and expenses of the arbitrator shall be mutually borne by the parties.
- 21.12 It is understood and agreed each Board member shall be free to perform the assigned duty in an independent manner, without fear that individual relations with the Company or with the pilots may be affected in any manner by action taken in good faith in the capacity as a Board member.

SECTION 22
JOINT COMMITTEE

22.1 The Company and the Association may establish and maintain a Joint Committee of four (4) members, two (2) of which shall be appointed by the Company and two (2) by the Association.

22.2 It is agreed that the purposes of this Joint Committee shall be:

1. To consider areas of work in which modification can be made – including improving the efficiency of operations, conserving materials, and affecting other economies. The adoption of any suggestions remains a Management prerogative.
2. To discuss matters which appear to present a potential of requiring formal grievances for resolution. The intent of this subsection is to resolve such matters, if possible, prior to the initiation or continuation of grievance procedures. Nothing in this section abridges the rights agreed to in the Sections in Grievances and Pilot's Arbitration Board.

22.3 All prior Joint Committees created under this section are dissolved. If a new committee is formed it will establish its own bylaws and procedures.

SECTION 23
INTERNEED OR HOSTAGE

- 23.1 All pilots who, while engaged in the Company's operations, domestic or international, become interned, (including being held prisoner of war), or are held hostage, will be entitled to their current monthly compensation for a maximum of forty-eight (48) months of their internment or while held hostage.
- 23.2 The monthly compensation allowable under this section to such pilots shall be credited to such pilots on the books of the Company and shall be disbursed by the Company in accordance with a written directive from such pilot(s).
- 23.3 Payments due any pilot under this section which are not covered by a written directive shall be held by the Company for such pilot and in the event of death shall be paid to the legal estate representative.
- 23.4 Pilots shall maintain and continue to accrue seniority for both Company seniority and for pay purposes during periods in which they are interned or held hostage.
- 23.5 The directive referred to in Paragraph 2 of this section shall be substantially in the following form:

TO: ROSS AVIATION, INC.

You are hereby directed to pay all monthly compensation allowable to me under Section 23 of the Agreement between Ross Aviation, Inc., and the Air Line Pilots in the service of Ross Aviation, Inc., D.O.E. Division, dated, to (name and address) as long as living, and thereafter to (name and address) as long as living.

The balance, if any, and any amount accruing after the death of all persons named in the above designations, shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

The foregoing directive may be modified from time to time by letter signed by the undersigned and any such modification shall become effective upon receipt of such letter by you.

Payments made by the Company in accordance with this directive shall fully release the Company from the obligation of making any further payment with respect thereto.

(Date)

(Pilot's Signature)

SECTION 24

GENERAL

- 24.1 Nothing in this Agreement shall be construed to limit or deny any pilot hereunder any rights or privileges to which that pilot may be entitled under law. The parties will not discriminate against any person in any way that would be contrary to the Civil Rights Laws or any State or Federal laws providing for equal employment opportunities and prohibiting discrimination because of race, color, religion, national origin, sex, handicap or veteran status or age.
- 24.2 The recommendations of the pilots shall be considered by the Company before making any changes in the style, color or material of uniforms. Before any change in uniform is made, sufficient notice shall be given to allow for reasonable wear of existing uniforms. Personnel shall not be charged for any Company insignia, emblems, or issue material provided it is returned in a condition of normal wear and tear when requested by the Company.
- 24.3 A file shall be maintained by the Director of Operations on each pilot in the employ of the Company containing: all orders issued to the pilot, all records of check flights and grades received on all examinations, and supervisor's reports involving said pilot. All orders to pilots assigning them to special duties or to different stations shall be in writing. A pilot shall have the right to inspect, in the presence of a Company supervisor, any Company file containing any report on the individual's conduct, progress, or proficiency. Nothing of a derogatory nature shall be entered into a pilot's personnel record without first:
1. Giving the affected pilot the opportunity to sign such material and attach a response to the file copy at the time such material is signed.
 2. Providing a copy of the material for the pilot's records.
- 24.4 When any pilot covered by the Agreement is required to attend a Company investigatory meeting that might lead to disciplinary action, said pilot shall have the right to have another pilot accompany him at the meeting. Such meeting shall not be delayed if that pilot is unable to locate the pilot of his choice, or if another pilot is not willing to accompany him. That other pilot's role shall be limited to observing the meeting, and shall not advise or speak for the pilot being investigated. Upon learning that such a meeting might lead to disciplinary action, the pilot shall have the option of recessing the meeting for a reasonable period of time for the purpose of consulting with the pilot accompanying him.
- 24.5 Pilots shall immediately notify the Company, in writing, of any change of address and/or home telephone number.
- 24.6 All orders to pilots involving a change in base station assignment, promotion, demotion, furlough and leave of absence shall be stated in writing.

- 24.7 A pilot prevented from reporting for duty shall promptly notify Flight Operations at the pilot's base station or at the station where the pilot is detained, giving the reason for failure to report for duty. The responsibility for making sure Flight Operations is promptly notified is the responsibility of the pilot who is prevented from reporting for duty.
- 24.8 The Company requests that pilots give as much notice as possible when requesting military leave.
- 24.9 Cockpit or flight deck crew members shall not be required to carry, train with or otherwise use any weapon in defense of any aircraft or cargo.
- 24.10 The Company shall not use any information gathered from a cockpit voice recorder or any type of recording device installed in an aircraft as a basis of discipline or discharge action.
- 24.11 No recording system or device shall be used to evaluate pilot performance.
- 24.12 The provision of this Agreement shall be binding upon any successor or merged company or companies, or any successor in control of the Company operating under the contractual provisions as specified in the Section on Recognition.
- 24.13 Pilots and copilots are permitted to swap crew assignment positions in the aircraft at the Pilot-in-Command's discretion provided that any pilot who is not the PIC has been certified for the left seat by the Company. This provision may be waived by the Company.
- 24.14 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days' notice, request negotiations for modification or amendment of this Agreement.
- 24.15 A pilot whose service with the Company is terminated while in service away from the pilot's base shall be returned to such base at Company expense.
- 24.16 With the exception of willful destruction, no flight crew member, nor the estate of such person, shall be required to pay for the costs of aircraft, equipment or other property damaged while in the performance of duties with the Company.
- 24.17 When onboard meals or refreshments are provided to passengers, they shall also be provided to the crew.
- 24.18 The Company will provide to pilots for their use, at no expense to the pilot, an individual locker of the type currently in use.

24.19 The Company will reimburse Ross Aviation, Inc., DOE Division pilots for the cost of maintaining the required uniform in the amount of \$16.75 per month.

24.20 A pilot shall not deadhead on Company aircraft carrying Class "A" explosives. Deadheading on aircraft carrying Radioactive III will be kept to a minimum.

SECTION 25
PROBATION

- 25.1 All pilots shall be on probation for a period of one (1) year from the date of employment as a pilot with the Company.
- 25.2 Pilots whose probation is interrupted by a furlough and/or leave of absence shall be placed on probation upon their return for the remainder of any unserved probation period not to exceed one (1) year total probation time.

SECTION 26
INTERNATIONAL PROCEDURES

- 26.1 Any aircraft scheduled for an international trip shall have at least one (1) flight Mechanic on board, and if passengers are carried, at least one (1) qualified Cabin Safety Specialist (CSS) on board. One person who is qualified in both positions meets the requirements of this provision.
- 26.2 In order to assure that ten (10) consecutive hours of duty free rest on international flights, aircraft ground time (block-in to block-out) will never be less than fourteen (14) hours.
- 26.3 For international trips, crews will normally show at the airport two (2) hours prior to departure time and remain at the destination airport no more than two (2) hours after the last block time of the duty day.
- 26.4 PICs will be paid one hundred dollars (\$100.00) and other pilots seventy-five dollars (\$75.00) for each international leg of an international trip.
- 26.5 The Company will pay for telephone access charges and all official calls while away from base on international legs. The Company will also pay for up to three (3) personal calls per seven (7) day period, each call not to exceed five (5) minutes in duration. The Company will require reimbursement for telephone calls exceeding these limits. In addition, the Company will provide the PIC, if feasible, with communications equipment (e.g. international cell phone) capable of international communication. This communications equipment will be used only for official business, although it may also be used for personal emergencies only if other means of communication are not readily available.
- 26.6 Accommodations: For international trips, the Company shall obtain the services of an international flight planning organization, such as Universal, not only for flight planning purposes but also for obtaining lodging for aircrew members at international destinations. The following criteria should be communicated to the flight planning organization regarding lodging accommodations (Note: for VIP trips reasonable efforts will be made to coordinate lodging for crewmembers at the same hotel as the passengers.):
1. Single room accommodations for each crewmember.
 2. Hotels with adequate security and basic standards of cleanliness.
 3. Hotels with either a restaurant inside the hotel or within close proximity.
 4. Exercise facilities and local telephone usage.

26.7 Should a crewmember on an international trip become seriously ill or injured, it is the Company's responsibility to arrange for expeditious transportation to a medical facility capable of treating the illness or injury, if such transportation is requested by the crewmember. If the sick or injured crewmember requires transport to an acceptable medical facility he/she shall be transported as soon as possible after the Company is notified, given the crewmember's medical condition and upon approval of the attending physician.

26.8 The Company shall provide payment of emergency medical/dental/vision care expenses while the crewmember is on an international trip. In addition the Company shall provide a toll free/collect twenty four-hour telephone number that a crewmember may call to obtain verification of insurance coverage, to arrange for the wiring of funds (if needed), and for emergency medical/dental/vision care while on an international trip. (Note: the current method of contacting the Company outside of normal duty hours is through the answering services at (505) 888-5396. The answering service will notify the Ross Aviation duty officer who will, in turn, notify appropriate Ross personnel to respond to the situation)

26.9 Although crewmembers will sign for, and be responsible for, monies issued to them for trip or personal expenses, the Company will not hold crewmembers liable for loss of these monies due to situations beyond the control of the crewmember (such as robbery, etc.). If monies are lost on an international trip, the crewmember losing such currency shall fill out a Ross Aviation form RA-104, Missing Item Report, immediately upon return to Albuquerque and the incident will be thoroughly investigated. If negligence on the part of the crewmember is found to be present, the crewmember will be required to reimburse the Company for lost money.

SECTION 27

STRIKES, WORK STOPPAGES AND LOCKOUTS

A. No Strikes or Lock-outs:

The Union and its members agree that, during the term of this Agreement or any extension or renewal thereof, there shall be no strike, sympathy strike, work stoppage, sick-out, slowdown, organized absence of any nature, picketing (other than informational picketing) or other interference or curtailment with the Company's operations authorized, called, sanctioned, approved, or engaged in by the Union or any employee against the Company. The Company agrees there shall be no lockouts during the term of this Agreement or any extension or renewal thereof.

B. In the event that any employee engages in any of the aforementioned prohibited activity, the Union agrees that, upon notification of the existence of such conditions being given to the Union, it will immediately take all reasonable steps necessary to bring an end to such violation(s) of paragraph A of this Section.

C. The failure or refusal on the part of any employee to comply with the provisions of paragraph A of this Section shall be cause for discharge or other discipline at the discretion of the Company.

D. At either party's option and in addition to the Company's rights in C, above, such party may institute expedited arbitration proceedings regarding such alleged violation by delivering written notice thereof to the other party. Immediately upon receipt of such notice, the parties shall select an arbitrator pursuant to Section 21 of this Agreement, and shall expedite the matter to a hearing and final decision by the neutral within 14 days of his selection.

SECTION 28

DURATION

28.1 This Agreement shall become effective at 12:00 a.m. Mountain Time, April 7, 2006, and shall continue in full force and effect until 11:59 p.m., Mountain Time, May 30, 2011, unless amended or extended pursuant to subsections 28.2 and 28.4, below; extended by mutual agreement (whether pursuant to section 28.3, below, or otherwise); or terminated earlier pursuant to subsection 28.5, below.

28.1.1. The Compensation table set forth as Table 3.1. shall be effective June 1, 2006.

28.2 In the event the Company executes a successor Aviation Services Contract (one at least two years in length with a new identification number) with DOE, either party may invoke Section 28.4., and propose amendments to the Agreement, within ten (10) days of receiving notice of such successor contract. If the Company executes a successor Aviation Services Contract with DOE, but does not receive notice of the awarding of such contract at least 210 days prior to May 30, 2011 (thus allowing the exhaustion of the procedures contained in subsection 28.4), this Agreement will not expire at 11:59 p.m., Mountain Time, on May 30, 2011, but will instead expire upon the exhaustion of the procedures contained in subsection 28.4. unless earlier amended pursuant to that subsection or extended by mutual agreement of the parties.

28.3 In the event the Company receives an extension of the current DOE Aviation Services Contract that extends beyond 11:59 p.m., Mountain Time, on May 30, 2011, the parties will meet to discuss the terms under which this Agreement will be extended.

28.4 Expedited Negotiation/Mediation

1. In the event notice of intended change to, or termination of, the Agreement is served by either party pursuant to Section 28.2 herein, the parties agree to meet in direct negotiations at regularly scheduled meetings in the city of the Company's headquarters for a period of ninety (90) days and make a good faith effort to reach agreement on all issues. The meetings should commence no later than ten (10) days after service of said notice, or as otherwise agreed.
2. If the parties fail to reach agreement at the conclusion of direct negotiations, they shall promptly submit the remaining issues to a mutually acceptable individual selected from Appendix A, who shall act as a mediator of the parties' dispute. In the event that individual is not available to begin mediation within thirty (30) days of submission of the disputed issues to him, the parties may mutually agree to select an alternate mediator.


3. The mediator shall mediate the parties' dispute for thirty (30) days. The mediator shall determine the time, place and procedures for said meetings. If no agreement has been reached at the conclusion of said mediation, the mediator shall have thirty (30) days to review and evaluate the disputed issues and information submitted by the parties during their meetings.
 4. The mediator shall issue his recommendations for the resolution of all issues submitted to him with thirty (30) days after the conclusion of mediation. His recommendations shall not, however, be binding upon the parties. If his recommendations are accepted by both parties prior to expiration of the Agreement, then his recommendations shall constitute amendments to the Agreement to which the parties shall be bound. If his recommendations are not accepted by both parties prior to the expiration of the Agreement, then the Agreement shall expire as set forth in section 28.2.
- 28.5 If the Company's current DOE Aviation Services Contract is not extended before or during the term of this Agreement, and a successor DOE Aviation Services Contract is not awarded to the Company before or during the term of this Agreement; or if the Company's contractual relationship with DOE otherwise terminates during the term of this Agreement, this Agreement will terminate contemporaneously with the termination of the Company's contractual relationship with DOE.


In witness whereof, the parties have signed this Agreement this 7 day of Apr, 2006.

Witness:

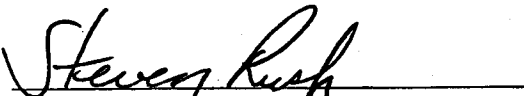


For Ross Aviation, Inc.



L. Reneta Galassini
General Manager



Robert A. Osterholtz
Director of Operations

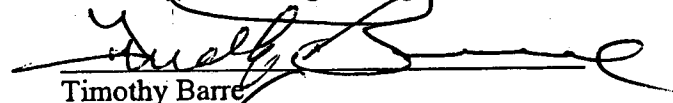
Witness:


Steven J. Rush, President,
OPEIU Local 102

For the Office and Professional
Employees International Union


Paul Bohelski, International
Representative, OPEIU


Michael D. Loewen
Member, Pilots' Negotiating Committee


Timothy Barre
Member, Pilots' Negotiating Committee

APPENDIX A
PANEL OF NEUTRAL ARBITRATORS

1. Frederick Horowitz
2. Richard I. Bloch
3. James Conway
4. Herbert Fishgold
5. Robert O. Harris
6. Charlotte Gold
7. John LaRocco
8. James F. Searce
9. Nicholas H. Zumas

AMENDMENT 002 ATTACHMENT

SECTION L, ATTACHMENT 4 - OST FLYING SCHEDULE FOR CALENDAR YEAR 2005

(DATED 4-25-06)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JAN																															
LR 35			2.7	4.5	3.2	2.8	1.7					3.1	0.8	2											4.7		1.4				
GIII				4.5					stby	7	stby	stby	6.4	6.4	mx			stby	stby	stby	stby					stby	stby	stby		5.8	1.4
DHC-6 48						2.5	2.5			5.5	5.5	5.5	5.7																		mx
DHC-6 62						5.3	5.7										2.5														
DC-9 66					4.2	1.5				1.1	mx	7.8	5	8.2				mx	mx	mx			4.5	4.5	stby	mx	mx	mx	mx		
DC-9 29	stby	stby	stby	stby	stby	stby	stby	stby		1.1	mx	mx	6.5	1.1	stby	stby	stby		6.7	6.8	7.9	stby	stby	stby	1.8	4.7	7	3.9	stby	stby	stby
FEB	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
LR 35																															
GIII		mx	mx											1.9	3.7	3.4	7.7					6.2	2.7	3.6				2.4			
DHC-6 48	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx			
DHC-6 62	mx	mx	mx	1.3																											
DC-9 66	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx		
DC-9 29	stby	stby	3.1	4.2	stby	6.7	6.6	stby	stby	stby	6.4	6.8	stby	2.7	5.4	3.2	5.4	5.5		5.9	5.3	mx	6.2		stby	stby	stby	stby			
	6.5		4.2	4.4		stby	7.8	2.1			2.4	stby		3	3.3	5.9	6.9	7.5	stby	stby	stby	stby	3.5	stby	2.2	5.6	2.7	3.6			
MAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
LR 35																															
GIII		2.6	0.9					1.4	1.4				6	4.2		1.8	1.4		5.8				7.3	6.1	4.4				3.7		
DHC-6 48		mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx
DHC-6 62																							2.4	4.5				4.4			
DC-9 66	1		2.8						3.4								3.3											2.7		3.1	
DC-9 29	stby	5	stby	stby	3.5		3.7	9		2.2	10	stby	2.4	6.6	3.3	3.1	stby	stby			6.4	4.8	stby	5.9	4.5		stby	3.4	6.4	2	
		mx	mx	mx	stby	stby	3.7	3.8	4.4	stby	3.4	6.2	stby	7.1	6.9	6.4	7.4	4	stby	stby	4.5	5.8	3.8	4.5	stby	stby	2.7	3	stby	stby	stby
APR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
LR 35							3.4					2.8	1.8	1.9				2.9			3.3				6.8		6.6	2.3			
GIII	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx
DHC-6 48	3.1	2.1		3.3		2.1						2									mx	mx	mx			1.7	2.4		1.3		
DHC-6 62														mx	mx	mx	mx	mx	mx	mx	mx	mx	mx			mx	mx	mx	mx	mx	
DC-9 66		2.8	3.4	3.7			3.3		3.4	2.9	6.7			3.5	4.6		6.1	7.2	6.8	6.5	7.4	4	stby	2.6	6	stby	stby	stby	7.1	stby	
DC-9 29	stby	6.4	stby	stby	stby	stby	3.7	stby	stby	6	stby	stby	stby	2.8	9.7	stby	stby	6.1	1.8	2	stby	6.7		3.5	stby	3.9		3.8	2.9	3.1	
MAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
LR 35			3.8	2					1.8			2.6						2							5	6.1					4
GIII	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx
DHC-6 48		1.7	1.9	1.4					3.8	2.4				1.1	2.5	3.1	3.2	3.4	3.2	2.2			3.8					mx	mx	mx	
DHC-6 62	mx	mx	0.8		1				1.4		2.5	2.3	6.4		1.2	1.8		2.8	2.5				2.4	2.4							
DC-9 66	stby	3.5	0.8	0.8	4.2	4.2	stby	3.3	3	3	4.2	stby		6.9	6.5	3.8	mx	4	10.8	6.8			4.3	mx	mx	stby	5.8	stby	stby	6.6	
DC-9 29	3.7	3.4	stby	3.3	1.8	3.5	5.2	stby	5.2	stby	7.1	3	stby	6.1	5.9	1.9	6.5	6.3	6.7	6.6	stby	stby	7	6.5	6.8	4.1	6	mx	mx	mx	

JUN		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	LR 35	2.6	5.8		4.2				4	3.8	6		2.1	2.1						5.4	5.8			5.8				2.9	2		2.2	
	GIII	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	3.2		1.4	mx	mx	mx	mx	3.3	3.3				mx	3.2	0.9	3.2	
	DHC-6 48	mx	mx	0.8	mx		2.8	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx					3	5.3		2.1							
	DHC-6 62									2.4	1.4						2.8	0.9				1.1	0.8					1.9	1.2	2	4.1	
	DC-9 66	2.2	5.4	5.7	stby	1.8	7.1	stby	2.3	2.2	6.1	3.1	3.2	3.6	3.6	1.9	stby	6.8	4.5		5.8	stby	stby	stby	5.5	stby	stby	stby	stby	stby	5.9	
	DC-9 29	mx	mx	mx	mx	mx	stby	4.3	1.7		1.8	6.5	mx	6.8	6.8	4.8	6.9	3.4	stby	stby	5.5	4.7		mx	6.4		6.2			stby		
JULY		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	LR 35	2.6					3.1	3.5	mx	mx	mx	mx	mx	mx	mx	mx			2.2			5.4	3.1				2.5	ron	2.1			
	GIII					6.8		2			stby	5.5			4.1	5.4			stby	stby	stby	stby				5.8	3.5	6.2	4.1	mx	mx	mx
	DHC-6 48											2.6	2.1							2	3.1					2.7				1		
	DHC-6 62												2.3	2.3															2.6			
	DC-9 66	stby	stby	stby	stby	stby	stby	stby	stby	stby	2.9	6.9	stby	stby	1	1	stby	stby	mx	mx	mx	mx	mx	6.3	mx	mx	mx	mx	mx	mx	mx	mx
	DC-9 29						2	6.4				2.3	5.2	mx			6.7		4	3.2	7	7.2	3.3	1.8	2.9	3.5		4.7	stby	1.1	1.1	1.5
AUG		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	LR 35																															
	GIII						3	3											2.2	3.8				6.8	6.8	2.2				2.2	2.2	mx
	DHC-6 48	mx	mx	mx	mx	mx	mx					5.6				3.4	ron	11.2		5.6		5.6	3.4	6.4	5.8	3.3	3.6	11.5	mx	mx	mx	3.2
	DHC-6 62											2.7	2.7				2.1		2.8	2.7			3			2.7				3.6	3.6	
	DC-9 66									2.2	2.3	1.5				2.7	2.5		2.7							2.7						2.7
	DC-9 29	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	2.2	mx	mx
		2.7	2.8	stby	stby	stby	1.5	5.2	6.1	stby	stby	5.2	7.7	3.3	5.5	6	7.4	2.9	2.3	3.7	5.2	stby	4.7	6.8	mx	mx	mx	mx	mx	2.2	mx	mx
SEP		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	LR 35																															
	GIII	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	2.5					6.2	1	4.3		
	DHC-6 48	3.6		6.4		3.7	4.6	3.4	3.8	mx	1.8								3.7	ron	3.1	6.3										
	DHC-6 62	3.6	3.7					2.4	4	2.7					mx	mx			3.4	1.2		1.4			3.3	3.3		1.4		0.5		
	DC-9 66	5.2	2.7					2.7	mx	mx	mx	mx	mx		2.3	2.1	3.2		4.1	2.7	2.5		2.7	4.2					1.7			
	DC-9 29	mx	mx	mx		7.9	1.6		stby	stby	stby	stby	stby	stby	stby	stby	stby	stby	3.5	7.2	6.4	stby	5.8	mx	mx	mx	mx	mx	mx	mx	4.2	
		mx	stby	5.8	stby	7.9	4.6	4.2	4.4						6.1					stby	stby	7.1	8.1	4.5	7.2	12	2.8	2.7	5.7	6.4	mx	5.8
OCT		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	LR 35			*														*			*											
	GIII			5.9	1.6	1.7			6.4									4.4	mx	mx	2.7	3.6			1.9							
	DHC-6 48				3.4	3.8			4.3								2.3	6.2	3.4		1.6		3.3	6.8				8.2		2.7	6.2	4.6
	DHC-6 62	1.4		0.8	2.9	0.8	1.8	2.3	4				1.5	2.6	1.7	1.9		1.8		1.9	2.6	1.3	1.6			1.9	2.2	1.7	2.4	mx	mx	mx
	DC-9 66			1.4				1.3					2.5	2.3	1.3					2.1	2.6											
	DC-9 29			5.6	mx	mx		4.3	7.7	stby	stby	stby	stby	stby	6.8			8.4		1.9	stby	7.5	8.2	7.4	4.3		6.8	7.1	7.8		mx	
		stby	stby	8.6	stby	6.8	stby	8.2	stby	6.6	3.7	7	mx		stby	5.8			5.2	stby	stby	2.6	5.6	7		3.5	6.4	5	7	6.9	6.8	4.6

NOV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
	3	3.1								3.6						4.8											8.1		mx			
						1.8	1.4					2.8	3.7				5.9															
	mx	mx	mx	mx	mx		2.5	1.4		2.4	1.6		5.4	3.9		3.3	2	2.8	3.3									3		2.7		
			1.2					6.9	3.6	3.8	3.4				5.6	3.4	mx	mx	mx	mx		3.7										
	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	mx	0.7		4	
	mx	mx	stby	stby	stby	4.5	stby	stby	stby	stby	stby	4.4	stby	stby	6.5	6.7	6.4	7	6.9	stby	stby	mx	mx	mx	mx	mx	mx	mx	stby	mx	stby	5.8
DEC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
	3.6											1.6	2.1	mx	0.5	3.1		2														
	6.7	6.1				2.5	3	4.5			6.3																	4	4.9	mx	mx	mx
		3.7			4.5	3	1.5	3.5	4.5	4.1	5	5.7	4.4		3.5												2.8	4.1	3.6	0.8		
				stby	stby	stby	stby	stby	stby	stby		2.6	stby	4.8		5.2		stby	stby	mx		stby					stby	stby	stby	stby	stby	
	1.5	1.4	stby	7.3			1.7		2	7	stby	stby	3.4	4.1	stby	stby		2.5	3.4	stby	stby		stby	stby	stby	stby	mx	mx	mx	mx	mx	

Legend

mx maintenance
stby alert standby
bold contractor flight training
* days when 5 flights were conducted in CY 2005 (only in October)

AMENDMENT 002 ATTACHMENT

SECTION L, ATTACHMENT 5 - FLEET SCHEDULE MAINTENANCE REQUIREMENTS

(UPDATED 4-10-06)

DC9 Scheduled Tasks		Frequency	Next Due N229DE	Next Due N166DE	Next Due N45NA
Portable Oxygen System - Hydrostatic Test		10 Years	May-08	May-08	May-08
AD74-08-09R		1000 Hours	47988 Hours	60177 Hours	61610 Hours
AD91-22-07		12 Months	December-06	October-06	December-06
AD89-14-02		12 Months	December-06	October-06	December-06
Cargo System Smoke Test		12 Months	December-06	October-06	December-06
First Air Kit - Inspection		12 Months	December-06	October-06	March-06
Medical Kit - Inspection		12 Months	April-07	April-07	May-07
Cabin Portable Fire Extinguishers - Weight, Condition & Security Check		12 Months	October-06	October-06	March-06
Portable Oxygen System - Inspection		12 Months	October-06	October-06	March-06
Large Cargo Door Hinge - Inspection per Production Permit 53-10/351-53-2475		125 Hours	Routinely	Routinely	Routinely
Overhaul MLG Torque Arm Assemblies		12000 Hours	N/A	47776 Hours	N/A
Aircraft Records Review per FAR 121.368		14 Years	November-07	November-07	March-20
AD91-18-18		1500 Cycles	57417 Cycles	60842 Cycles	40725 Cycles
SB DC9-53-100		1600 Hours	N/A	47219 Hours	N/A
AD2004-07-05		1600 Cycles	57650 Cycles	60323 Cycles	40825 Cycles
AD96-10-11, Trap Panel Attach Fittings		180 Days	August-06	June-06	June-06
AD96-22-10, Part A		200 Hours	47351 Hours	46763 Hours	61810 Hours
Engine Inlet Crack Inspection - Per Production Permit 50020, Engine S/N 656802		200 Hours	47351 Hours	N/A	N/A
AD73-09-02		2000 Hours	48428 Hours	47620 Hours	63610 Hours
AD98-12-07		20000 Cycles	57319 Cycles	65073 Cycles	59225 Cycles
Flight Deck Door Decompression Latch - Inspection per CMR B20-69-1		24 Months	December-06	October-07	N/A
Inboard Flange Crack Inspection - Per Production Permit 7-53-10/351-53-2415		24 Months	December-06	N/A	N/A
Wing to Fuselage Attach Angle - Per Production Permit 7-53-10/351-53-2414		24 Months	December-06	N/A	N/A
Service Bulletin DC9-55-059		24 Months	December-06	October-07	December-07
SB DC9-28-211		24 Months	December-08	October-07	December-07
Service Bulletin DC9-53-179		24 Months	December-06	October-07	December-07
Pitot Static System - FAR 91 System Check		24 Months	December-07	December-07	March-08
Transponder - FAR 91 System Check		24 Months	December-06	October-06	December-07
Aircraft C Check		24 Months	December-06	October-07	December-07
Altimeters - Function Check Per FAR 43 Appendix E		24 Months	December-06	December-07	December-07
RVSM - FAR 91 System Check		24 Months	August-07	September-07	December-07

EGPWS - FAR 121 System Check	24 Months	February-08	February-08	May-08
Pitot Static System - FAR 91 System Check	24 Months	December-06	December-07	December-07
Transponder - FAR 91 System Check, Mode S & Mode C	24 Months	December-06	October-07	December-07
AD2003-12-07, Replace Engine	Per AD	7/1/2008 (1 Eng)	7/1/2008 (1 Eng)	N/A
AD2003-12-07, Replace Engine (Duplicate line for N166DE Sept Eng)	Per AD	N/A	9/1/2009 (1 Eng)	N/A
FAR 91.180, RVSM	24 Months	January-07	November-07	June-07
3" Shutoff Pressure Regulator Valve - Inspect per Service Bulletin DC9-36-023	4 Year	N/A	October-07	N/A
Left Flap Huck Bolts - Inspect per Production Permit 27-50/410-27-215	24 Months	December-06	N/A	N/A
AD2005-07-03	24 Months	December-06	October-07	December-07
Evacuation Slide - Inspection	24 Months	November-06	August-07	December-07
AD2000-15-15 Phase 2	2000 Hours	48427 Hours	5 Hours	63704 Hours
L/H Pylon Bulkhead Repair - Inspection per Production Permit 7-53-10/351-53-2477	2400 Hours	46428 Hours	N/A	N/A
Main Landing Gear Down Lock Assembly - Overhaul	25,000 Hours	47636 Hours	61241 Hours	86610 Hours
Service Bulletin DC9-32-340 Alert	2500 Cycles	N/A	61866 Cycles	41725 Cycles
AD2002-04-01	2500 Cycles	N/A	61866 Cycles	N/A
AD88-24-08	2500 Cycles	56936 Cycles	48507 Cycles	41725 Cycles
AD89-25-03	2500 Cycles	56936 Cycles	61866 Cycles	41725 Cycles
Fuselage Frame Longeron - Inspect per Job Card 7-253D	2500 Cycles	56936 Cycles	N/A	N/A
Cargo System Smoke Detector Inspection	3 Years	December-08	October-07	December-08
AD82-06-02R1	3 Years	December-07	October-06	December-08
AD95-11-12	3 Years	October-11	March-07	December-11
AD78-07-05	3 Years	December-07	December-08	December-08
Oxygen Bottles - Hydrostatic Inspection	3 Years	November-06	September-07	March-06
Horizontal Stabilizer Rear Spar - Inspect (JC7-255A)	3000 Cycles	58336 Cycles	N/A	N/A
Rudder Rib - Inspection (JC7-255E)	3000 Cycles	59050 Cycles	N/A	N/A
AD99-08-05R1	3000 Cycles	56939 Cycles	60708 Cycles	42225 Cycles
AD96-11-11	3000 Cycles	57436 Cycles	60422 Cycles	42225 Cycles
AD98-18-22	3000 Cycles	57436 Cycles	62591 Cycles	42225 Cycles
AD85-01-03	3000 Cycles	59050 Cycles	61723 Cycles	42296 Cycles
AD82-04-02	3000 Cycles	58231 Cycles	61723 Cycles	42296 Cycles
AD98-26-08	3225 Cycles	56971 Cycles	62591 Cycles	42450 Cycles
AD79-03-01R1	3400 Cycles	57836 Cycles	60842 Cycles	42625 Cycles
AD2002-26-10	3500 Cycles	56971 Cycles	61175 Cycles	42725 Cycles
AD98-08-24	3500 Cycles	56971 Cycles	61175 Cycles	42725 Cycles
AD96-16-04	3500 Hours	37379 Hours	N/A	65204 Hours

AD2000-23-22	3575 Cycles	57363 Cycles	63169 Cycles	42800 Cycles
AD99-15-05	3575 Cycles	57609 Cycles	62591 Cycles	42800 Cycles
AD2000-22-14	3600 Hours	48677 Hours		65304 Hours
AD90-01-12	3800 Cycles	56468 Cycles	61577 Cycles	43025 Cycles
Inspect Horizontal stab aft skin per Job Card 7-272-1 and 7-272-2	3900 Cycles	58336 Cycles	N/A	N/A
Wing Rear Spar Lower Caps - Inspect per Job Card 57-11/12-026	4000 Cycles	56490 Cycles	N/A	N/A
AD98-04-07	4000 Cycles	57601 Cycles	61442 Cycles	42800 Cycles
AD88-01-04	4000 Cycles	N/A	61420 Cycles	43296 Cycles
AD81-10-10R1	4000 Cycles	N/A	61442 Cycles	N/A
AD98-20-08	4000 Cycles	58436 Cycles	N/A	43296 Cycles
Main Landing Gear Lower Attach Fitting - Inspect per Job Card 57-00-011	4000 Hours	47879 Hours	N/A	N/A
Aircraft A Check	45 Days/125 Hours	Routinely	Routinely	Routinely
AD91-26-09	450 Days	May-07	June-07	March-07
AD96-10-11, Lower Wing Skin Inspection	5 Years	December-09	November-10	December-10
AD96-10-11 (50-11/12-008)	5 Years	February-06	September-06	December-06
AD2003-05-07	Deleted	Deleted	Deleted	Deleted
Lavatory Fire Extinguisher - Replace	5 Years	August-08	July-07	December-10
Fuel Tank Inspection - Per Job Card 50-11/12-008	5 Years	November-10	November-06	December-10
Aircraft Weight & Balance Check	5 Years	February-06	May-09	December-10
AD2004-23-11	5 Years	July-08	July-08	December-10
AD96-10-11	5 Years	November-09	September-08	December-09
AD98-11-10	500 Hours	N/A	47086 Hours	N/A
Inspect Large Cargo Door Gouge - Per Production Permit 7-53-30/351-53-2418	500 Cycles	57024 Cycles	N/A	N/A
Engine Fuel Flow Transmitter	5000 Hours	46419 Hours	47953 Hours	66610 Hours
AD96-22-10, Part B	5000 Hours	47192 Hours	47953 Hours	66610 Hours
AD97-02-08	5000 Cycles	58333 Cycles	N/A	44296 Cycles
Overhaul Horizontal Stab Primary Motor	5500 Hours	48668 Hours	N/A	67204 Hours
AD2003-09-07	540 Days	December-05	N/A	N/A
AD2004-05-25	540 Days	May-06	September-06	December-06
Service Bulletin DC9-32A350	540 Days	November-06	January-07	January-07
Underwater Locator Beacon, FDR - Replace	6 Years	January-12	July-09	March-12
Underwater Locator Beacon, CVR - Replace	6 Years	March-12	July-09	March-12
Cargo Smoke Detection System - Bonding/Ground Test of Squib Ground	6 Years	February-07	February-07	December-11
Cargo Smoke Detection System - Inspection of Discharge Plumbing System	6 Years	February-07	February-07	December-11
Thrust Reverser - Actuator Cylinder Overhaul	6000 Hours	47419 Hours	48532 Hours	69610 Hours

Ground Fan Heater, Overhaul	6000 Hours	48311 Hours	48600 Hours	67704 Hours
AD2000-15-15 Phase 1	650 Hours	47078 Hours	46895 Hours	62260 Hours
AD2005-19-08	650 Cycles	57219 Cycles	60744 Cycles	39946 Cycles
AD2002-17-02	735 Days	July-08	April-08	N/A
AD2002-26-13	7000 Hours	48413 Hours	N/A	67704 Hours
Overhaul Outflow Valves	7500 Hours	48913 Hours	47796 Hours	N/A
Replace Engine Mount Assemblies	7500 Hours	48914 Hours	48604 Hours	N/A
AD79-19-02	800 Hours	48005 Hours	N/A	N/A
Aircraft B Check	90 Days/325 Hours	Routinely	Routinely	Routinely
Replace Rudder Actuator Limiter	9000 Hours	49013 Hours	N/A	N/A
Replace Cargo Fire Suppression System Squibs	10 Years	February-11	February-11	May-16

DHC-6 Scheduled Tasks		Frequency	Next Due N162DE	Next Due N148DE
Engine Fire Extinguisher Containers - Squib Test		6 Months	Routinely	Routinely
First Air Kit - Inspection & Inventory Check		6 Months	Routinely	Routinely
Fuselage Frame Flange Cracking - Inspect per Service Bulletin 6/521		12 Months	November-06	June-06
Handheld Fire Extinguisher Containers - Hydrostatic Test		12 Years	November-09	May-06
EMMA Inspection		4 Mon/125 Hrs	Routinely	Routinely
Altimeters - Function Check Per FAR 43 Appendix E		24 Months	August-06	July-06
Transponder Mode C test per FAR 43 Appendix F		24 Months	N/A	February-08
Corrosion Inspection per EMMA Inspection Program, Year 1 of 5 Inspection		5 Years	March-10	November-06
Handheld Fire Extinguisher Containers - Weight & Condition Check		6 Months	Routinely	Routinely
AD87-04-23		5 Years	May-10	October-10
EMMA Calendar Card Inspection		12 Months	May-06	February-06
Wing & Strut Attach Bolt Inspection		912 Days	September-07	March-08
Aircraft Weight & Balance Check		3 Years	March-08	February-08
Nose & Main Wheel Bearings - Inspection		12 Months	Routinely	Routinely
Engine Fire Extinguisher Containers - Hydrostatic Test		5 Years	December-05	April-08
Compass Swing		12 Months	August-06	August-06
Portable Oxygen System - Inspection		12 Months	September-06	July-06
Replace ELT Battery & Function Check		12 Months	November-06	October-06
AD80-13-11R2		2 Years	November-07	May-07
AD89-24-06 R1		200 Hours	22,648 Hours	28,249 Hours
AD94-04-01 Inspect Wing Fittings, N148DE Only		500 Hours	27,471 Hours	N/A
AD94-04-01 Replace Wing Fittings, N148DE Only		2000 Hours	25,981 Hours	N/A
Wing Fail Safe Inspection per PSM 1-6-7 & 1-6-11		3000 Hours	23,247 Hours	28,511 Hours
AD94-14-22		1200 Hours	23,452 Hours	28,847 Hours
Replace Flight Control Cables - Per AD 90-27-09, Service Bulletin 6/523		5 Years	January-11	December-10
Corrosion Inspection per EMMA Inspection Program, Year 2 of 5 Inspection		5 Years	March-11	November-07
Pitot Static System - FAR 91 System Check		2 Years	May-06	July-06
Engine Fire Extinguisher Container - Replace Cartridges		4 Years	August-09	February-08
Engine Fuel Hose Replacement		5 Years	October-06	September-06
Underwater Locator Beacon, CVR - Replace		6 Years	June-06	October-06
Corrosion Inspection per EMMA Inspection Program, Year 3 of 5 Inspection		5 Years	April-07	October-08
AD94-08-10		5 Years	April-07	November-07
Oxygen Bottles - Hydrostatic Inspection		3 Years	August-07	N/A
Corrosion Inspection per EMMA Inspection Program, Year 4 of 5 Inspection		5 Years	March-08	November-09
Overhaul No. 1 Propeller		5 Years	September-08	June-09

Overhaul No. 2 Propeller	5 Years	September-09	January-09
Subfloor Corrosion - Inspection Per IRM 53-6A Card 32-01	5 Years	January-09	January-11
Corrosion Inspection per EMMA Inspection Program, Year 5 of 5 Inspection	5 Years	January-09	January-11
Landing Gear 5 Year Inspection/Overhaul	5 Years	January-09	December-10
Inspect Aileron Counter Balance Per 6/507	5 Years	January-10	December-09
EMMA 12 Month Calendar Cards	12 Months	March-07	February-07
Over Voltage Relay - Inspection	1500 Hours	22,929 Hours	28,257 Hours
Reverse Current Relay Inspection - Replacement	3000 Hours	24,156 Hours	28,748 Hours
Overhaul Turn and Slip Indicator	3000 Hours	22,716 Hours	28,848 Hours
Overhaul Air Speed Indicator	3000 Hours	23,260 Hours	N/A
Inspect Wing to Fuselage Fairings per S/B 6/364	1200 Hours	22,766 Hours	29,168 Hours
Inspect Engine Nacelle Longerons per SB 6/509	400 Hours	22,844 Hours	28,314 Hours
Inspect Trailing Flap per SB 6/345	400 Hours	22,659 Hours	28,400 Hours
Replace Fuel Nozzles & Boroscope Engine	500 Hours	22,811 Hours	28,214 Hours
Engine Chip Detector Test per P&W SIL 3030	600 Hours	23,159 Hours	28,443 Hours
Replace Engine Oil Filter	1000 Hours	23,297 Hours	28,828 Hours
Replace Engine Oil Cooler	3000 Hours	22,932 Hours	28,655 Hours
Overhaul Hydraulic Pump and Electric Motor	6000 Hours	N/A	34,000 Hours
Overhaul Hydraulic Accumulator	6000 Hours	23,338 Hours	N/A
Replace DC Voltage Indicator	6000 Hours	23,187 Hours	N/A
Replace Starter-Generator	1000 Hours	23,566 Hours	28,351 Hours
Bench Test Reverse Current Circuit Breaker per CT Card D-B2.	1500 Hours	22,929 Hours	28,113 Hours
#2 Engine Exhaust Duct Weld Inspection per 72-00 Table 601. (N162DE R/H Only)	150 Hours	22,709 Hours	N/A
Overhaul Engine Assembly	4500 Hours	23,176 Hours	N/A

LR-35A Scheduled Tasks		Frequency	Next Due N135DE
Bendix Generator Bearings - Replace		1050 Hours	4946 Hours
Engine Fire Extinguisher Containers - Weight & Functional Check		12 Months	November-06
Emergency Power Supply Battery - Discharge Check		12 Months	September-06
Underwater Locator Beacon - Inspection		12 Months	July-07
First Aid Kit - Inspect		12 Months	January-07
Raisbeck Locker - Inspection		12 Months	September-06
ELT System - Replace Battery, Inspect, and Function Check		12 Months	August-06
EGPWS - System Check		12 Months	August-06
Transponder - FAR 91 System Check		12 Months	August-07
Pitot Static System - FAR 91 System Check		12 Months	August-07
Portable Oxygen System - Inspection		12 Months	September-06
AD 2004-03-08		1200 Hours	4397 Hours
1200 Hour Airframe Inspection		1200 Hours	5716 Hours
Flap Nose Roller Bushings - Replace		1200 Hours	5716 Hours
Air Conditioner Compressor Motor Fan Blades - Inspection		1200 Hours	5637 Hours
Flap Cam Follower Bearings - Inspection		1200 Hours	5716 Hours
Thrust Reverser - Inspection		1200 Hours	5716 Hours
Flap Track Support Fittings - Inspection		1200 Hours	5716 Hours
Cabin Pressurization System - Leak Rate Check		1200 Hours	4397 Hours
Engine Major Periodic Inspection		1400 Hours	5332 Hours
Forward & Aft Engine Mount - Inspection/Check		1400 Hours	5332 Hours
Pylon/Engine Beam Support Structure - Inspection		1400 Hours	5332 Hours
Pylon/Engine Beam Structure - Inspection		1400 Hours	5332 Hours
Emergency Air Bottle - Replace		15 Years	April-11
Engine Thrust Reverser - Inspection		1500 Hours	4666 Hours
Landing Gear Actuator Hoses - Replace		1500 Hours	5868 Hours
Nose Wheel Steering Actuator - Inspection		2000 Hours	5744 Hours
Bendix Generators - No. 1 - Overhaul		2000 Hours	5896 Hours
Bendix Generators - No. 2 - Overhaul		2000 Hours	6131 Hours
RVSM - FAR 91 System Check		24 Months	August-07
Standby Altimeter - FAR 91 System Test		24 Months	August-07
Altimeter - FAR 91 System Test		24 Months	August-07
Lower Cabin Structure, Fuselage Door Cutout Framing Members & Hinge area - Inspection		24 Months	August-07
Tip Tank - Inspection		24 Months	August-07
Cockpit Voice Recorder Control Unit Battery - Replace		24 Months	November-05

Primary Elevator Control System Cables - Replace	2400 Hours	6916 Hours
Primary Aileron Control System Cables - Replace	2400 Hours	6916 Hours
Primary Rudder Control System Cables - Replace	2400 Hours	6916 Hours
Thrust Reverser - Inspection	2400 Hours	4812 Hours
2400 Hour Airframe Inspection	2400 Hours	4812 Hours
Aircraft Weight & Balance Check	3 Years	August-06
Cockpit Voice Recorder	30 days	December-05
Battery Connector - Inspection	300 Hours	4816 Hours
300 Hour Aircraft Inspection	300 Hours	4773 Hours
300 Hour Engine/Thrust Reverser Inspection	300 Hours	4909 Hours
Raisbeck Locker - Inspection	300 Hours	4909 Hours
Altimeter - Emergency Power Test	300 Hours	4816 Hours
Engine Fire Extinguisher Container - Replace Cartridges	4 Years	December-07
Engine Oil Change	450 Hours	4817 Hours
Oxygen Bottles - Hydrostatic Inspection	5 Years	November-10
Engine Fire Extinguisher Containers - Hydrostatic Test	5 Years	October-08
Engine Nacelle Area - Replace Fuel Hose Assemblies	5 Years	July-06
Engine Nacelle Area - Replace Hydraulic Hose Assemblies	5 Years	July-06
Wheel Well & Landing Gear Strut Area - Replace Hydraulic Hose Assemblies	5 Years	July-06
Tip Tank Flapper Valve - Replace	5 Years	August-08
6 Month Inspection of Main Cabin Batteries	6 Months	Routinely
Emergency Power Supply Battery - Operational Check	6 Months	Routinely
Engine Fire Extinguisher Containers - Pressure, Condition & Security Check	6 Months	Routinely
Cabin Portable Fire Extinguishers - Weight, Condition & Security Check	6 Months	Routinely
EROS Oxygen Masks - Overhaul	6 Years	June-10
Underwater Locator Beacon - Overhaul-Replace	6 Years	July-07
Raisbeck Locker - Inspection	600 Hours	5116 Hours
600 Hour Aircraft Inspection	600 Hours	5116 Hours
Windshield - Larascope Inspection	600 Hours	5116 Hours
Refrigeration System Pressure Switch - Function Check	600 Hours	5116 Hours
Refrigeration Compressor Motor Brush Wear - Inspection	600 Hours	5116 Hours
Service Bulletin 21-26	600 Hours	5116 Hours
Service Bulletin 55-6	600 Hours	5116 Hours
Horizontal Stabilizer Actuator - Inspection	600 Hours	5116 Hours
AD95-25-03	600 Hours	5116 Hours
Engine Thrust Reverser - Inspection	600 Hours	5116 Hours
Main Aircraft Batteries - Inspection	90 Days	Routinely

G-III Scheduled Tasks		Frequency	Next Due N344GW
150 Landing Inspection		150 Landings	Routinely
Portable Fire Extinguishers - Inspect		30 Days	Routinely
150 Hour Inspection		150 Hours	Routinely
Attitude Indicator, Inspect Battery		6 Month	January-06
Portable Oxygen System - Inspection		12 Months	Routinely
12 Month Inspection		12 Months	January-06
Emergency Power Supply Battery - Discharge & Operational Check (CMP #341053)		12 Months	April-06
Cabin Seat Track Studs - Inspection		12 Months	April-06
CVR Function Check		12 Months	January-06
Emergency Exit Lights - Operational Check		12 Months	January-06
DFDR Pitch Position Sensor - Inspection		12 Months	March-06
Attitude Indicator, Replace Battery		12 Months	January-06
INU Filter - Inspect & Clean		12 Months	January-06
Stormscope System - Annual Check		12 Months	January-06
12 Month A/C Lubrication		12 Months	January-06
12 Month Landing Gear Inspection		12 Months	January-06
ELT Bench Check		12 Months	January-06
Recertify Life Rafts		12 Months	February-06
12 Month Powerplant Internal Inspection		12 Months	February-06
18 Month Inspection (CMP # 541020 & 541025)		18 Months	August-06
Transponder - FAR 91 System Check		2 Years	March-07
Aircraft Weight & Balance Check		3 Years	April-06
36 Month Inspection		3 Years	February-06
60 Month Inspection		5 Years	March-07
Handheld Fire Extinguisher Containers - Hydrostatic Test		7 Years	June-09
Deep Cycle A/C Batteries		200 Hours	8963 Hours
Complete 150 Cycle Lubrication		150 Cycles	5137 Cycles
450 Hour Inspection		450 Hours	8705 Hours
AD74-08-09R2		1000 Hours	8816 Hours
72 Month Inspection		72 Months	February-06
Vertical Stabilizer Inspection		144 Months	February-06